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*** *Pressure on our space compels us to hold over many communications.*

The Solicitors' Journal.

LONDON, JUNE 12, 1875.

CURRENT TOPICS.

THE COMPULSORY EXAMINATION for call to the bar does not seem likely to operate as a check to aspirants for wig and gown. It appears from the list we publish elsewhere that in the present term 89 gentlemen have been called—an increase of eight over the calls to the bar in Trinity Term, 1874. During the last year no fewer than 275 members have been added to the bar, a number closely approaching that of the whole bar in 1783; for, if the late Mr. C. P. Cooper was correct in his figures, the total number of barristers in the latter year was only 301. The same authority states that by 1850 the list of counsel had swelled to 3,253 names. Now it fills 199 pages of the *Law List*, containing on an average somewhere about thirty names a page; so that we may roughly estimate the number of barristers at the present time as being not much less than 6,000. Throughout the present year the Inner Temple has largely exceeded the other Inns in the number of calls; 126 gentlemen out of the total of 275 belonged to this society. Gray's-inn appears to have added three members to the bar during the year.

THE CHANCELLOR OF THE DIOCESE OF LINCOLN has decided that it is improper to describe a Wesleyan minister as "Reverend" on a tombstone in a parish churchyard. The reasons which he has given for his decision are even more extraordinary than the decision itself. For he appears to suppose that every inscription on a tombstone is a "sermon in stone," and that when the visitor to Owston Ferry Churchyard reads that a Wesleyan minister is "reverend" he will immediately conclude that the doctrines of Wesleyans are worthy of reverence. The common-sense view of the case would, of course, have been that "Reverend" is a title of courtesy just as is "Esquire"; and we believe that this is really the legal view also. The case would have been different if the word "Reverend" were by law exclusively appropriated to clergy of the Church of England. But their legal designation is "Clerk," and except by courtesy they have no more right to be called "Reverend" than has Mr. Henry Keet, a minister belonging to the Wesleyan Connexion.

Meanwhile the question arises whether, apart from his reasons, the decision of the Chancellor is justifiable in point of law. It must, of course, be admitted that the control over monuments in churches or churchyards must be vested in some authority or other. Immoral or indecent inscriptions certainly ought not to be permitted. And at present the law leaves to the Bishop, who, in this matter, acts through his Chancellor, the discretion to say what inscriptions shall be permitted. The Chancellor of Lincoln, therefore, in the case of Mr. Keet, was doubtless acting strictly within the limits of his authority when he decided that "Reverend" was an improper designation for a Wesleyan. But the decision, fortunately, may be examined by the Arches Court and by the Privy Council. The accidental circumstance that in this instance the first appeal is from a son to a father will, we feel sure, exercise no influence whatever over the result. It is, indeed, to be regretted that the case was not sent at once, without a hearing before the Chancellor, by "letters of request" to the Archiepiscopal court. The expense of a double inquiry would thus have been saved. As it is the question will now come before the Arches Court upon appeal, and the singular conclusion at which the Consistorial Court has arrived will have its due weight, but no more than its due weight. Should the Dean of Arches confirm his son's judgment there will, no doubt, be an appeal to the Privy Council. In that event it does not need much boldness to hazard a prophecy that the Wesleyan minister's contention will be successful.

MR. OSBORNE MORGAN, Q.C., in his speech yesterday week in moving his resolution disapproving of the Land Transfer Bill, said very cleverly all that can be said against that measure. He made some effective points at the expense of the Attorney-General, who, after last year declaring the compulsory character of the Bill to be its chief advantage, has this year to defend the omission from the Bill of the compulsion clause; and he was justly severe on the inadequacy of the machinery provided for working the new measure. That machinery would probably have been insufficient if Lord Westbury's Act had proved a success, and it has always appeared to us to be simply absurd to set a single office in London to transact all the business which may be expected to arise under the new Act. But in other respects we do not think that Mr. Osborne Morgan's objections are of a very novel or damaging character. Every conveyancer knows that practically the title to land is secure; but it is not insecurity of title but cost and delay of transfer which have furnished the motive for the Bill. As to the cost of registration under it Mr. Osborne Morgan seems rather to lose sight of the fact that the expense of placing land on the register with an absolute or limited title has only to be incurred once for all, and that the proceeding before the registrar, under clause 41, to settle who shall be registered as proprietor in the place of a deceased registered proprietor—which is the only instance of recurring expense he notices—would in the very many cases practically amount merely to the production to the registrar of the will of the last registered proprietor. Nor do we think that any inference unfavourable to the operation of the Bill in diminishing the costs of transfer can fairly be drawn from the exemption last year from the compulsion clause of purchases below £300. The reason for that exemption was, not that the cost of registration with a possessory title would be heavy, but that registration would give most of the purchasers no advantage which they do not at present possess. Their plots are conveyed rapidly and cheaply, and they care for nothing else. The course taken in excluding from the operation of compulsion cases where transfer is rapid and cheap is surely no reason to show that, where transfer is slow and costly, registration may not afford a remedy. As to the advantages offered by registration in respect of speed of transfer, Mr. Osborne Morgan prudently refrains from saying anything. The dilemma he puts with regard to compulsion—that if the Bill is a good one, conferring benefits on landowners, where is the hardship of making it compulsory? if it does not confer such benefits why enact it at all?—is hardly even plausible. Only practical experience of its working can show whether the Bill does confer benefits on landowners, and what we have always said is that until such experience has been had compulsion should not be enacted. Moreover, even if it be admitted that the Bill is really for the benefit of landowners, is there no hardship in making it compulsory when they may not believe it to be for their advantage? If there is not, there would be no hardship in making Mr. Karslake's scheme for the examination of admitted solicitors compulsory. It would be for the advantage of

the examinees to have their attainments rubbed up, but it is doubtful whether they would appreciate the benefits so far as to acquiesce in being compulsorily brought up before the benchers and "natives."

THE COURT OF QUEEN'S BENCH had recently before them a case (*Smith* v. *Slight*) which affords a rather curious illustration of the way in which our law is made. The plaintiff had taken a house from the defendant as tenant from year to year, the tenancy commencing at Lady-day, 1873. The defendant was himself a lessee under a lease expiring at Michaelmas, 1874, shortly after which date the plaintiff was ejected by the London School Board, who claimed as reversioners. The action was brought to recover damages from the defendant on an implied covenant for quiet enjoyment. The learned commissioner who tried the cause decided in favour of the plaintiff, but the Court of Queen's Bench granted a rule to enter a nonsuit, which they subsequently made absolute. The result depended upon the fact that the question was already decided. Three centuries ago it was held that where the interest of a lessor is determined by his death, before the expiration of the lease, his executors cannot be charged on an implied covenant for quiet enjoyment, because the covenant in law ends with the estate of the lessor (*Swan* v. *Stransham*, Dyer. 257, *Bragg* v. *Wiseman*, 1 Brownl. 22). The question arose again in 1830, in *Adams* v. *Gibney* (6 Bing. 656), when the Court of Common Pleas thought the old cases were "too strong to get over," and as no "very strong or insuperable objection had been raised to the principle" of the decisions they thought it "safer to adhere to them." But they were careful to point out that no injustice would be occasioned to the lessee in the case before them, since he must have known, from the form of the reservation in the lease, that the lessor was only a tenant for life, and yet he was content to accept a lease without an express covenant for quiet enjoyment. In *Penfold* v. *Abbot* (11 W. R. 169, 32 L. J. Q. B. 67), in 1862, the same doctrine was applied, on the authority of the last decision, to a case where the lessor held the premises for a term of years, and, eleven years before the expiration of the term, let them from year to year to the plaintiff, but the court again pointed out that it was clear from the terms of the agreement that the plaintiff knew that the defendant was only entitled to the premises for the residue of a term, and remarked that if the tenant had wished to protect himself further he should have taken an express stipulation for quiet enjoyment during the continuance of his own tenancy. In the case recently before the Queen's Bench the defendant, knowing that he had little more than a year and a half of his lease to run, let from year to year, and his tenant had no notice that his landlord's interest was limited. There was, therefore, nothing to prompt the tenant to require an express covenant for quiet enjoyment throughout the term. The court, nevertheless, felt themselves bound on the authorities to hold that he had no remedy against his landlord on the determination of his interest. It may, perhaps, be doubted whether, if the facts of the recent case had been before the court in *Adams* v. *Gibney*, they would have re-furbished the old rule, and made it binding on their successors.

YESTERDAY the Lords Justices reversed the decision of the Master of the Rolls in *Ebbs* v. *Boulnois*, upon which we commented *ante*, p. 529. The question in the case was, as our readers will remember, what is the effect of an order of discharge granted to a bankrupt, or a liquidating debtor, before the close of the bankruptcy or liquidation; does it release his after-acquired property from the claims of the creditors whose debts are provable in the bankruptcy or liquidation? The Master of the Rolls, following the decision of Vice-Chancellor Bacon in *Re Bennett's Trusts* (23 W. R. 229, L. R. 19 Eq. 245), held that, notwithstanding the order of discharge, the future property remains liable, though in his judgment he very plainly indicated that his own opinion as to the construction of the Act of 1869 differed from that of the Vice-Chancellor. The Lords Justices have reversed the decision of the Master of the Rolls, thus in effect affirming his view of the Act, and disapproving that which was expressed by the Vice-Chancellor. Though the question came to be decided in a suit for the specific performance of a contract, yet, as the judgment was pronounced by the judges who form the Court of Appeal in Bankruptcy, it will, of course, be binding upon the Court of Bankruptcy. The Lords Justices pointed out (as we ventured to do) that, if the construction adopted by Vice-Chancellor Bacon was right, the granting of an order of discharge before the close of the bankruptcy, instead of being, as the Act evidently contemplated, a great boon to the bankrupt, would be almost an idle ceremony. The most it would effect would be this, that the bankrupt could plead the order of discharge to any action brought against him by a creditor, instead of having to apply to the Court of Bankruptcy to restrain the action. If a bankruptcy had resulted from pure misfortune, and the debtor had given up large assets to his creditors which, from some accident, it might take many years to realize, and if all his creditors were desirous of granting him an immediate release from his liabilities, and the court was of opinion that this was the right course, still it would be impossible to set him free to acquire property until the bankruptcy was closed; whereas, if a bankrupt came into court with bare poles, giving up practically nothing to his creditors, the bankruptcy might, on the special resolution of the creditors, be closed in a very short time, and he might retain all his future property. This would be so absurd and monstrous a result that the court could not come to any other conclusion but that, when the Act spoke of an order of discharge releasing the bankrupt from his debts, it meant that all his after-acquired property should be released, and that he should become an entirely free man. It will be observed that section 125, sub-section 9, enables the creditors in a liquidation to grant the order of discharge on such terms and conditions as they think fit, so that if they wish to retain a right to any part of the debtor's after-acquired property they can do so.

DAMAGES FOR BREACH OF CONTRACT FOR SALE OF REAL ESTATE.

THE three questions proposed to the judges in the case of *Bain* v. *Fothergill* (23 W. R. 261, L. R. 7 H. L. 158) were (1) whether a vendor of real estate who, without any default on his part cannot make a good title, is liable to damages for loss of bargain; (2) whether actual possession of the property sold is essential to bring the case within the rule of *Flureau* v. *Thornhill* (2 W. Bl. 1078), and (3) whether the circumstances of the recent case distinguished it from *Flureau* v. *Thornhill*. As all the judges, as well as the Lords, were of opinion that *Flureau* v. *Thornhill* ought to be supported, and were also (with the exception of Denman, J.) of opinion that the recent case could not be distinguished from it, nothing more was strictly decided than that *Flureau* v. *Thornhill* was good law. But the unanimous answer of the judges in the negative to the second question, adopted by the Lords, must be taken to amount to an authoritative overruling of *Hopkins* v. *Grazebrook* (6 B. & C. 31), which, after frequent attacks, is now at last entirely overthrown. The result of the decision is accurately represented by what is said by Lord Hatherley: "The purchaser knows on his part that there must be some degree of uncertainty as to whether, with all the complications of our law, a good title can be effectively made by the vendor; and taking the property [or rather the contract] with that knowledge, he is not to be held entitled to recover any loss on the bargain he may have made, if in effect it should turn out

that the vendor is *incapable* of completing his contract in consequence of his defective title."

But it must be observed that Lord Chelmsford goes farther, and lays down that "the rule as to the limits within which damages may be recovered upon the breach of a contract for the sale of a real estate must be taken to be without exception." It is obvious that this statement was in no way called for by the circumstances of the case; it is not adopted by Lord Hatherley, and it may be safely said that it rests on no reason at all. It is evidently directed against the decision in *Engel* v. *Fitch* (16 W. R. 785, L. R. 3 Q. B. 314), where the title of the defendants was perfect, and the contract was not carried out only because, with complete power to do so, they would not go to the expense of obtaining possession. The difficulty was not one of title, but merely of conveyance; and, as was pointed out by Lord Hatherley, a court of equity would have compelled the defendants to carry out their contract specifically. What reason can be alleged why an action for damages should not lie against a man who is perfectly competent to fulfil his contract but deliberately refuses to do so? The contract for sale involves two things—a promise to make a title, and a promise to make a conveyance and delivery of the land. So far as concerns the first, it is, by the rule in *Flureau* v. *Thornhill*, made conditional on the vendor being able to make a title, or, as Lord Hatherley more accurately puts it, it is coupled with a condition limiting the damages for default to the costs of investigating title. So far as concerns the second, it is necessarily subject to the same condition so far as its performance depends on ability to make a title; but beyond this there is nothing, either in the rule of *Flureau* v. *Thornhill* or in the reason of the rule, to limit it.

Lord Chelmsford is of opinion that the only way of obtaining other damages is by an action for deceit. But the suggestion is a practical absurdity. An action for deceit is founded upon a fraudulent representation. But a man who sells property clearly does not represent that he is the owner of it; he merely engages that when the time for performance comes he will be ready to convey it. If he is not then capable of conveying it effectually for want of title, he is within the protection of *Flureau* v. *Thornhill*, whether he had or had not good reason to think that he would be able. Is this protection to be infringed upon by saying that he impliedly represented that he had good reason to think that he would be able to convey, so as to be chargeable if he really had not good reason to think so, and knew that he had not? Such a rule would appear to open the way to very dangerous subtleties, or else to be practically useless. But if he is capable of conveying effectually, but will not, then no action for deceit will lie, for he has made no false representation of a fact, but has only broken a promise. But such a breach of contract calls for no protection, and deserves none. To say that a man who is in actual possession of land to which he has a perfect title, and which he is hindered by no impediment from conveying, may, only because he has a better bargain, or because he has changed his mind, refuse to convey it according to his contract, and yet be liable for nothing but costs of investigating title, is contrary to all sense and reason, and quite destitute of authority.

THE REPORT OF THE COMMITTEE ON CORRUPT PRACTICES.

II.

We add a few remarks on those recommendations of the select committee which we were unable to notice last week.

As to the place for the trial of election petitions, resolution 4 would provide for trial in the metropolis of that one of the three kingdoms to which the petition relates, *if the parties consent*. The provision seems to us of little value; its presence is chiefly important as an indication of the opinion of the committee that the trial should still remain local.

The 5th and 6th resolutions relate to the difficult question of throwing away votes. The 5th, in fact, adopts the decision of the Common Pleas in *Drinkwater* v. *Deakin* (L. R. 9 C. P. 626), where it was held that only the being *declared* guilty of corrupt practices, not the commission of the offence, would create such a disqualification of a candidate as would cause votes given for him after notice to be thrown away. This decision was in conformity with the later decisions of parliamentary committees, but was contrary to the view taken by the majority of the Court of Common Pleas in Ireland in the *Galway case* (Ir. L. R. 6 C. L. 464). It is certainly desirable that the same rule should prevail in both countries, and if, as we believe most persons would think, the rule acted on here is the true one, it should have a statutory force given to it before the Irish court is tempted, by the desire of maintaining their opinion, to perpetuate an error.

The 6th resolution, in providing that no votes shall be deemed to be thrown away unless the alleged cause of disqualification be so notorious, at the time of nomination, as to lead to the presumption that the voters gave their votes *wilfully and perversely* for a candidate incapable of being elected, adopts the rule laid down by the Queen's Bench in *Reg.* v. *Tewkesbury* (16 W. R. 1200, L. R. 3 Q. B. 629), but doubted by Brett, J., in *Drinkwater* v. *Deakin*. It is practically the most convenient as well as the most consistent with constitutional principles, though Brett, J., was, we think, warranted in saying that it goes somewhat beyond the line drawn by previous decisions. It reduces the cases where a candidate can be returned on the vote of the minority to the smallest number. Some may, perhaps, think it more desirable that they should be reduced to nothing; and certainly no one would desire that much favour should be shown to so anomalous a state of things. But on the other hand, supposing that state of facts to exist which the resolution would require to be proved, and of which the late Tipperary election showed an undoubted instance, we do not know that there is any reason why the constituency should be left unrepresented because the majority will not name a possible candidate, or that the majority are entitled to complain if the minority are allowed to exercise the functions which they have vacated.

The 7th and 8th resolutions are no doubt provoked by the recent *Norwich case*, and provide that in every case the judge shall report whether the inquiry has been rendered incomplete by the action of either party, and that on a report being made in the affirmative (though the resolution does not exactly express this) the House may order an inquiry before one of the judges, the expenses to be defrayed, as formerly, under 5 & 6 Vict. c. 102. We have some doubt whether the judge can be fairly or conveniently asked to undertake this duty, and we are disposed to think that all such inquiries should be held, as now, before special commissioners.

The last resolution relates to travelling expenses, and deals with the question but feebly. It will be remembered that in the *Bolton case* the travelling expenses of voters were systematically paid, although this can only be lawfully done in elections for counties, and for some few boroughs assimilated to counties. Though an illegal, it is not an unseating practice; but it is perilously near to bribery, and constantly passes over into it. The only straightforward and rational course would be to prohibit it everywhere alike. This remarkably feeble resolution, however, only deals with the law as to the *hiring of vehicles*, and says that "the law appears to be, to some extent, broken. Whilst it may be desirable that the list of boroughs to which the provision in question does not apply should be extended, the committee are of opinion that in most boroughs the polling places can be so conveniently selected as to render the employment of vehicles unnecessary, and that some sufficient

penalty should be attached to the violation of the law in this respect." Now the really most mischievous practice relating to travelling expenses is the payment of travelling expenses from a distance, not the hiring of conveyances within the borough, and this is not touched at all, though it is often made a cloak for bribery. The hiring of vehicles is objectionable rather on the score of expense than of corruption. But it is very doubtful what the law is on this point, and what kind of hiring is unlawful. It is the opinion of many that it is not illegal to hire a vehicle for the day and use it for conveying voters, notwithstanding section 36 of the Act of 1867; but some purists think that it is not right to hire the whole concern, but that they may lend their driver and horses, and only hire the carriage. The section, however, says nothing about vehicles, but only speaks of paying money for the conveyance of voters; and if the words are taken very strictly it is difficult to see why the owner of a carriage is not liable who takes voters in his own carriage and pays the turnpike. No good will be done by such a resolution as the above; what is needed is not merely to inflict further penalties, but to render the law intelligible.

Lastly, we have to regret that the committee have not turned their attention to the obscure 36th section of the Corrupt Practices Act, 1854. It is well known that in *Stevens* v. *Tillett* (L. R. 4 C. P. 147) this section was much considered, but its true meaning still remains uncertain. In that case the question really raised was whether, on an election to fill a vacancy caused by the unseating of a member on petition, the conduct at the abortive election of an unsuccessful candidate, who again presents himself at the election held in its place, can be inquired into so as to disqualify him from sitting as member on the second return. But to decide this it was sufficient to rely on the old parliamentary law, which considered the whole as one election until the seat was filled by a valid return; no construction was therefore judicially put on section 36; only Willes, J., reiterated, as an *obiter dictum*, an opinion which he had already expressed before a parliamentary committee, that every candidate was subject to an inquiry into his conduct as a candidate at any election held during the same Parliament. This question has, however, never been really raised for decision, and it is extremely doubtful. The section is obscure, if not ungrammatical, and Parliament ought to make up its mind as to what it really means on this point, and plainly declare it. At the same time, it is to be observed that the limitation of the disability by the duration of Parliament is most absurd and unequal. One man may be excluded for seven years, and another may with impunity be returned to a new Parliament by a borough which he securely corrupted during the old one. Several flagrant instances of this sort have already shown the absurdity of having any other than a fixed limit of time.

On Monday at the Millom (West Cumberland) Petty Sessions, Mr. Clarke, solicitor, of Lancaster, who, as we mentioned recently, had been refused audience by the magistrates on the ground of using words alleged to be disrespectful to the chairman, admitted generally that the bench were willing to do justice. The bench were satisfied with this admission, and the case in which Mr. Clarke appeared proceeded.

On Monday, in answer to Mr. Butt, Mr. Cross said if there was any prospect of a general agreement on the subject of the report of the Select Committee on Corrupt Practices there would be no difficulty in dealing with it this session. Such an agreement was, however, scarcely to be expected, and, therefore, as at present advised, he thought the best course to adopt would be to give members ample opportunity to digest the report, to pass a Continuance Bill, and to call the attention of Parliament to the subject next session.

Recent Decisions.

COMMON LAW.

DISCHARGE IN LIQUIDATION—SURETY.

Ellis v. *Wilmot*, Ex., 23 W. R. 214.

Ex parte Jacobs, L.JJ., 23 W. R. 251, L. R. 10 Ch. 211.

In the first of these cases the question arose whether a discharge in liquidation of the principal debtor had the effect of releasing his surety. It was held that it had not, notwithstanding that the creditor voted for the discharge, and the contrary could hardly have been held without in effect overruling the decision of the Common Pleas in *Megrath* v. *Gray* (22 W. R. 409, L. R. 9 C. P. 216). The difficulty in the way of so deciding was the decision of Bacon, V.C., in *Wilson* v. *Lloyd* (21 W. R. 507, L. R. 16 Eq. 60), and this difficulty was evaded by observing that *Wilson* v. *Lloyd* related not to a liquidation but to a composition. The case of *Ellis* v. *Wilmot*, therefore, left it uncertain whether the same decision would be made with respect to a composition not reserving rights against sureties; for although the reasoning of Cleasby, B., distinguishing between the statutory act of a creditor in assenting to a resolution which is brought before him in a regular course of proceeding whether he will or no, and in which he is called upon to form an opinion, and a true voluntary act of the creditor, seems to show that he would have held the same in the case of a composition, the same cannot be said of the judgments of Kelly, C.B., and Amphlett, B. But whatever doubt may have existed on this point is set at rest by *Ex parte Jacobs*, where the precise case arose of a composition resolution discharging the debtor without any reservation of rights against sureties, for which resolution the creditor voted. The Lords Justices held that the surety was not discharged, adopting the reasoning in *Megrath* v. *Gray*, and adding that "if resolutions for liquidation or for composition were to contain a reserve of remedies by the creditors against any other person than the debtor, the consequence would be that the debtor would not, either by arrangement or by composition, be completely discharged from any of his debts in respect of which the creditor has a remedy against any other person, which we think would be contrary to the intention of the Act." This decision therefore leads to the important conclusion that in composition resolutions rights against sureties not only need not, but ought not, to be reserved, and that sureties should, of course, be included in the list of creditors.

ATTACHMENT.

Sampson v. *Seaton and Beer Railway Company*, Q.B., 23 W. R. 212, L. R. 10 Q. B. 28.

The short point decided by this case is that a garnishee cannot set off against the attached debt a debt due to him from the judgment creditor. In the statutory provisions which govern garnishment proceedings "there is," say the court, "no place for the discussion of cross claims between the garnishee and the judgment creditor;" and this is obviously so.

At the distribution of prizes in connection with the Evening Class Department at King's College, London, on Friday, June 4, the following prizes and certificates in law were awarded:—Special prize of £10, given by the Right Hon. Lord Selborne, to Mr. George Edward Teale; special prize of law books to the value of £3 3s., given by Messrs. Butterworth, Law Publishers to the Queen, to Mr. H. W. Harding; the college prize to Mr. R. A. Roberts, the professors' prize to Mr. A. A. Toonis, certificates of "high distinction" to Messrs. G. E. Teale, T. Welch, H. W. Harding, and W. Coates; and certificates of merit to Messrs. T. A. S. Keely, B. Ward, G. Ennis, J. T. Edmonds, F. J. Greene, T. H. Dicker, and J. Hayward.

Notes.

THE LORDS JUSTICES on Thursday reversed the decision of the Chief Judge in Bankruptcy in *Re Ratcliffe*, upon which we commented *ante*, p. 509. The question was as to the power of the creditors, at their first meeting under a liquidation petition, after they have rejected an offer of a composition made by the debtor, to pass a resolution adjourning the meeting to a future day, and then, at the adjourned meeting, to resolve to accept the offer which had been previously rejected. In *Re Ratcliffe* the debtor, at the first meeting under his petition, offered the creditors a composition of 2s. 6d. in the pound, payable within twelve months. A resolution to accept the offer was put to the meeting, and the votes of the creditors upon it were duly taken. It failed to obtain the requisite assent of a majority in number and three-fourths in value, and it was accordingly rejected. A resolution to adjourn the meeting for a fortnight was then proposed, and was assented to by a majority in value, which was sufficient to carry it under rule 293. At the adjourned meeting the debtor's offer was renewed, and was accepted by the proper majority, and the acceptance was duly confirmed at the second meeting. The resolution proposed at the first meeting, in favour of the composition, having been rejected, was not reduced into writing, and there was no record of it upon the proceedings; but the resolution to adjourn, and the resolutions passed at the adjourned first meeting, and at the second meeting, were written and signed by the assenting creditors, and were filed with the proceedings. The registrar of the county court, however, refused to register them, on the ground that the sense of the first meeting having been duly taken, and being adverse to the acceptance of the composition, it was not then competent to the creditors to adjourn the meeting. The registrar had before him evidence given by the chairman of the meeting as to what actually took place. The Chief Judge directed the resolution accepting the composition to be registered, founding his judgment upon rule 275, which provides that "the resolution passed at the first general meeting (or first and second general meetings, as the case may be) shall determine whether the affairs of the debtor are to be liquidated by arrangement, and not in bankruptcy, or whether any and what composition shall be accepted in satisfaction of the debts due to the creditors from the debtor, or it may reject either of such modes of arrangement. . . . Only such resolutions as are reduced into writing, and are signed by or on behalf of the statutory majority of the creditors assembled at a meeting, shall be taken cognizance of by the court, but the signatures of such creditors may be subscribed subsequently to the meeting, but prior to the filing or registration of the resolution." The Chief Judge thought that this rule precluded him from having any regard to the rejection of the debtor's offer at the first meeting, and, that being so, there remained only the other resolutions, which were written and signed, and there was no ground upon which their registration could be refused. The Court of Appeal held that rule 275 applies only to resolutions *in favour of* a liquidation by arrangement, or the acceptance of a composition, and that the passing of such resolutions must be evidenced in the way which the rule prescribes. But as to the way in which the rejection of such a resolution is to be proved the rule contains no provision whatever. The chairman of the meeting ought indeed to make a written minute of what takes place at it, but his omission to do so cannot prevent the court from ascertaining the facts by other evidence. And it being shown by affidavit that the debtor's proposition for a composition was duly put to the meeting and the votes of the creditors duly taken upon it, the consequence was that the functions of the meeting were then entirely at an end, and the resolution to adjourn was a perfectly idle one which it was not within the power of the creditors to entertain. If this were not so, the friendly creditors, who did not possess the requisite majority to carry the debtor's proposals, would have in effect the power of summoning a fresh first meeting to enable the debtor to try his chance a second time, and this might just as well be done a third or a fourth time. This (as we pointed out at the time) would be contrary to what has been already laid down in *Ex parte Cobb* (21 W. R. 777, L. R. 8 Ch. 727), and *Ex parte Gibbs* (*ante*, p. 435, 23 W. R. 529).

We should add that in *Re Ratcliffe* the registrar of the county court had made an affidavit of what took place on the hearing before him of the application to register the resolution. The Court of Appeal, without imputing any blame to him for so doing, said that they did not think it becoming that a judicial officer of the court should make himself a witness in the case. The court would receive the statement of its own officer as to what took place without his making any affidavit on the subject.

YESTERDAY Vice-Chancellor Malins had before him two or three petitions under Lord St. Leonards' Act for advice, which his honour held involved difficult questions of construction, and declined to give any opinion upon them. His honour, with some reluctance, acceded to applications that the costs should come out of the estate, but expressed a determination, which he hoped would reach the profession, that if such petitions were presented in future he should leave the parties to pay their own costs.

ARTICLE 1722 of the *Code Civil* provides that a tenant on the partial loss by accident of the thing let, may obtain, according to circumstances, either a reduction of rent or the cancelling of the contract of lease. In a case before the Court of Appeal at Aix, on the 27th ult., the question was raised whether the ravages of the phylloxera on the vine could be considered, in the case of a lease of lands which included a vineyard, as producing a partial destruction of the thing let, so as to entitle the tenant to a reduction of his rent. It appeared that in 1866 two brothers took a farm under a lease, the 13th clause of which expressly negatived the right of the lessees to compensation or indemnity for injury resulting from hail, snow, floods, lightning, and other casualties, *foreseen or unforeseen*. In 1870 the devastating phylloxera settled down on a vineyard which formed part of the farm, and the produce of wine fell from 300 hectolitres to ten. The tenants commenced an action against the landlord for a reduction of their rent. The court at Marseilles, before which the case came in the first instance, held that, since it appeared from the scientific evidence adduced that the result of the ravages of the insect was the almost total destruction of the vines, the case fell within article 1722 of the *Code Civil*, and that the clause in the lease referred only to losses of crops, and not to the destruction, total or partial, of the thing let, *i.e.*, the vines. Hence the court decreed a reduction in the rent paid since December, 1872; the balance overpaid to be refunded by the landlord to the tenants. The landlord appealed from this decision, and his advocate argued that the damage caused by the insect was in the nature of injury to the current crop and not to the thing let; that the clause in the lease covered this damage, and that at all events the soil of the vineyard was uninjured by the phylloxera, since in point of fact the tenants had sown and reaped a crop of wheat on land from which the vines had been grubbed up. The Advocate-General (M. Serjent) urged as the result of an elaborate examination of the scientific evidence as to the mode of operation adopted by the phylloxera in feeding on the vine, that this pest ought to be considered, at all events in the present state of scientific knowledge as to remedies, as destructive to the vines, which were a part of the thing let, and that therefore the case came within article 1722; that since the phylloxera was not known until 1868 its ravages could not be intended to be provided against by the clause in the lease made in 1866, and that according to Dalloz (*Louage*, 222) very clear words are necessary to deprive the tenant of his right to a reduction of rent under the above article of the Code. The court, after deliberation, affirmed the judgment of the court of first instance, but reduced the amount of the sums allowed to the tenants.

The provision of the *Code Civil* upon which this action was founded may be compared with the well-known doctrine of our law that a tenant, in the absence of express stipulation to the contrary, is liable to pay his full rent, though his house may have been carried away by a flood or may have been burned down.

Lord Colin Campbell, the youngest son of the Duke of Argyll, has entered at the Middle Temple as a student.

MR. OSBORNE MORGAN, Q.C., ON THE LAND TRANSFER BILL.

In the debate on Friday week Mr. Osborne Morgan criticized this measure as follows:—

If he desired to justify the course he had taken, he might do so by a reference to the Attorney-General's speech last year, when, in arguing in favour of the compulsion clause which the Bill then contained, he had emphatically declared that, "to deprive the Bill of its compulsory character, would be to take from it its chief advantage." And yet he now turned round upon them and asked them to accept the Bill shorn of what, according to his own showing, was its chief recommendation. Now, if this were a new experiment in legislation he should have been quite ready to have stood aloof and awaited the result. But they were travelling along a road strewn with the wrecks of former measures. The history of legislation on this subject had been a history of conspicuous, he might say ignominious, failures. To the present generation of lawyers the establishment of a system of land registry had been very much what the discovery of a North-west passage was to the last generation of seamen, a thing which everybody thought could be done, but which nobody ever managed to accomplish. Of eight Bills which he recollected introduced with that object, one alone—Lord Westbury's Act of 1862—had become law. It would be instructive to examine into the causes of the failure of that measure, in order, if possible, to avoid falling into them. He well recollected the flourish of trumpets with which that Act was introduced. He remembered Lord Westbury's boast that if that Act were passed every landowner would be able to carry his title deeds in his waistcoat pocket, and the picture which he drew of a country gentleman in his easy-chair after dinner regaling himself with the sight of his muniments of title printed upon a piece of paper about the size of a large visiting card. Well, that was the promise. What was the performance? The Act had only been in operation six years, when its author was called upon to preside over a royal commission to inquire into the causes of its failure. That commission reported that from October, 1862, to January, 1868, the total number of applications under the Act had only been 507, and the total number of titles registered 209; and since that time there had been more applications, he believed, to take titles off the register than to put them on it. The commission had reported that the unpopularity of the system established by the Act was due to two or three small blemishes in it which the present Bill certainly avoided. But the report was the report of three commissioners only out of twelve—three having wholly, and six partially, dissented from it. Under these circumstances he thought they were at liberty to gather, upon the evidence and from the conclusions of the various commissioners, the causes of that failure. And he thought they were not far to seek. The Act authorized registration with two kinds of title—an "indefeasible" and a "defeasible" title—in other words, a good title and a bad title. Now, if a man had a good title he was generally content to let it alone; if he had a bad title the very last thing in the world which he would do would be to stereotype and proclaim the fact by putting it on a public register. But this Bill really adopted Lord Westbury's division, merely substituting "absolute" and "qualified" titles for "indefeasible" and "defeasible" ones, with one important additional provision, that registration was not to affect adjoining owners. But this alteration cut two ways, for if it made registration in the first instance more easy, it made it, in the long run, less effectual. No doubt the Bill contained a provision for the registration of "possessory" titles, but he hoped to show that the advantages conferred by this mode of registration were so remote, in comparison with the cost imposed, that, now that the Bill had been made permissive, it would be practically inoperative. Further, it was impossible not to see that the machinery provided by the old Act would have proved quite inadequate if the Act itself had proved a success. And yet they took over this machinery—stamped as it was with the reputation of failure—and, without increasing its force, placed upon it all the additional work which it was said this Act would bring with it. Was not this very much like taking a horse which had proved himself barely up to the weight of his hon. and learned friend, the member for Taunton, and putting the Solicitor-General upon it? A good system of land transfer ought to secure three objects—first, security to the holder; secondly, cheapness and facility of transfer; and, lastly, uniformity. And he thought that in none of these three particulars would the Bill be an improvement upon the existing system. As to security, it was a mistake to suppose that the title to land in England was at present insecure. Last year he mentioned that, in the course of a professional experience of more than twenty years, he had only come across three cases in which a purchaser or first mortgagee had been disturbed in his holding. One of these was a case of mistaken boundary, which this Bill would not touch; the other two were cases of forgery or fraud. To these he might now add a fourth—a case in which a solicitor in Gloucestershire, supposed to be a man of the highest integrity, had managed to forge the signature of his client to several instruments. Now he believed that, as a general rule, English solicitors were entirely worthy of the almost unbounded confidence placed in them by their clients, but of course there were black sheep among them, as in every other profession; and if a solicitor, by going three times to church on Sundays, and by subscribing largely to local charities out of other people's money, had acquired such an influence over wealthy spinsters that they were willing to put their names to any piece of blank parchment which he placed before them, he did not know that Parliament was bound to protect such people. Abnormal folly, like abnormal rascality, was a thing against which no legislation could provide. As a proof that the present system gave practical security, he quoted the evidence of Mr. Rowcliffe (a most competent witness) before the royal commission, who said (page 68 of appendix to report): "I may say that during nearly twenty-five years of litigated business arising in all parts of England, I have never known a purchaser lose his property from any unknown defect of title." Now a man could not be safer than safe, so that as far as security went the Bill was not wanted at all. Moreover, it was a fallacy to suppose that even "an absolute title" meant a parliamentary title, and as to "possessory titles" it was only necessary to glance at the 8th clause to see that registration with such a title gave no present protection whatever. It gave the holder, no doubt, something which forty years hence, when he was dead and buried, might ripen into protection, but this was obviously not the sort of thing which a person registering wanted for his money. Then, as to the second point—cheapness and facility of transfer—no doubt the present system left much to be desired. When a man bought property in England, he could rarely form a guess even as to the cost of completing the purchase. Cases had been cited in which purchases amounting to £1,000 had been completed for a few pounds, while there were others on record where the cost had exceeded half the purchase-money. The reason was that there were titles so simple that he who runs may read them, or so well known that nobody ever thought of investigating them, while there were others so complicated that it required an Act of Parliament to disentangle them. Now, did the present Bill really remove these anomalies? Would it really effect a material saving wherever it was adopted? Upon this point the course taken by the author of the Bill last year was, in his opinion, at least conclusive. It would be remembered that the Bill, as originally framed, made registration with a "possessory" title compulsory in all cases after three years. It was pointed out to the Lord Chancellor that the cost of such a registration would be so heavy that it would amount to an absolute prohibition on small purchases. The Lord Chancellor admitted the force of that objection, and exempted purchases of £300 and under from the operation of the compulsion clause. Now was not that an admission that this was a rich man's Bill, and not a poor man's Bill? that registration under it was a luxury too costly for those in whose interest such a Bill ought chiefly to be framed—the artisan who had scraped together enough money to buy the cottage in which he lived, or the small farmer who wanted to add a field or two to his small freehold? If they looked to the Bill itself they were left completely at sea, for it provided simply that the title should be investigated in the prescribed manner, which meant in the manner which the Lord Chancellor might hereafter enact (section 110). So that it really seemed less like an Act to simplify the title and transfer of land than an Act to enable the Lord Chancellor to make

such an Act. Certain things, however, could not be dispensed with. Thus, under the 17th clause, the person registering was compelled to challenge the world to come in and dispute his title. The 73rd and 74th clauses, too, with their provisions for arguing disputed questions before the registrar, with an appeal to the court, whatever that might be, and so on through the various stages of intermediate and final appeals, looked very much as if his hon. and learned friend, commiserating the state of destitution to which the legal profession would be reduced when the reforms now contemplated came into operation, had set himself to work to provide occupation for frozen-out lawyers. Then there was the 41st clause, which provided that when a registered proprietor died, the parties should go before the registrar, who was to settle whose name was to be placed upon the register, just as if it was not a sufficient misfortune for a man to die without being compelled to leave behind him the legacy of an inchoate Chancery suit. He might refer to other clauses, but he thought he had made it clear that the Bill left the cost which a purchaser incurred at present untouched, while, by requiring the same process of investigation to be gone through a second time before the registrar, it added a large mass of additional expense. Then as to the third desideratum—uniformity of system. There could be no doubt that English real property law was a jumble of half-a-dozen systems, some of which had come directly down from feudal times—the necessary consequence of our having gone on for ever building upon the old lines and with the old materials. One would have thought that the first object of such a Bill as this would have been to simplify and assimilate these discordant systems. But the Bill abolished nothing; it merely added on three new systems of land tenure, while it left the existing systems untouched. If it were passed, a man might purchase a farm consisting of four fields; the first might be held under an "absolute" title, the second under a "qualified" title, the third under a "possessory" title, and the fourth under an "unregistered" title. Let them see what a vast area the Bill left untouched, and then ask whether it was worth while to pass it at all. It left untouched (1) copyholds, (2) customary freeholds, (3) lands held in settlement, which were computed to comprise three-fourths of the lands of England. But was it so sure, now that the Bill was made permissive, that the Act would be adopted even where it was applicable? He had always maintained that a system of registration to be effective must be compulsory. Indeed, the possibility of making such a measure compulsory was a fair test of its merits. For if its provisions were workable, if it conferred great benefits and imposed no comparative burdens, what was the hardship of compelling people to adopt it? If, on the other hand, it did not fulfil those conditions, why pass it at all? But he went farther, and expressed his belief that the best system of registration would not be adopted if made permissive. How many titles did Lord O'Hagan say had been registered under the Record of Titles Act in Ireland, which was a permissive Act? You had to overcome a certain *vis inertiæ* on the part of the public and their advisers. In fact, you could not coax people into adopting the best system of registration in the world, for it necessarily involved a present outlay for the benefit of those who came after us, and as a general rule people did not care about spending money on posterity. The only person in England who recognized the duty of spending money upon a future generation was the Chancellor of the Exchequer, and he had the advantage of being able to put his hand into other people's pockets. But would any person voluntarily pay money for the privilege of running his head into such a noose as was provided for him by the clauses of this Bill? The utmost that could be hoped was that the Bill would be a dead letter, and perhaps in the year 1885 we should have the Attorney-General, like Lord Westbury, and, let them hope, occupying the same exalted position, called upon to preside over a royal commission to inquire into the causes of the failure of his own Act. But it might be said, why not amend the Bill? He believed, however, that the Bill proceeded upon a wrong principle. It begun at the wrong end. It called itself a Bill to simplify titles, and yet it hardly dealt with titles at all. And yet in this lay the whole problem; for if you simplified your titles your conveyancing would simplify itself. While he was upon this part of the subject he wished to say a few words upon a question which had often been agitated, the possibility of assimilating the transfer of land to the transfer of stock. He would say at once that you could not altogether assimilate the two things, and that for two reasons. In the first place stock was a debt, and in the case of its transfer you had the Bank of England in the background, which was bound to make good to the rightful owner any loss which might occur through its negligence or default. But no one proposed that the Land Registry Office or the State should guarantee the rightful owner of land against the consequences of a wrongful transfer. But there was a further reason why the two things could not be assimilated. Stock was an abstract thing. Land was a concrete thing. One pound of stock was as good as another, but one acre of land was by no means as good as another. Moreover, land was a concrete which was not always easy of identification, differing in this respect from a ship and most other personal chattels. If he wrote to his broker and directed him to purchase £1,000 worth of Consols he might feel as sure that he had got the thing he wanted as if he had the proceeds in his own pocket. But if he wrote to his solicitor or agent to purchase "Dale Farm" it might take weeks and even months before he could be absolutely certain that he had got the very thing he had contracted for. He referred to a case in which he had been professionally concerned, in which a man had taken a mineral lease of land in Cornwall which was described as "bounded on the east by John Vincent's house." It turned out that there was a valuable lode of copper just under John Vincent's house, the right to which depended upon whether the boundary line was drawn from the east or west side of the house—a right which it took two chancery suits and three actions of ejectment to determine. No doubt a good map would do much to remove such questions, and, in his opinion, a good cadastral survey was the first condition of a system of land registry, as necessary to registration as a compass was to a ship. But, admitting that there were causes inherent in the subject-matter which made it impossible entirely to assimilate the transfer of land and stock, there was no doubt that much of the difficulty of transferring the former, as distinguished from the latter, proceeded from the mode in which the law allowed it to be dealt with. Every pound of stock was required to be registered in the name of some one or more persons who were competent to dispose of it by law. But land might be tied up through successive generations, and split up into a variety of partial interests, and it was in hunting out for the owner of these various interests that time and money were consumed. Settlements, entails, powers of jointuring, powers of portioning—these were the real criminals whom you had to arraign. Require that every acre of land should be registered in the name of some one or more persons, be they tenants for life and remaindermen or trustees, who should have absolute power to make a title to it, and the transfer of land would become almost as easy as the transfer of stock. It might be said, Would you abolish settlements of real property then? By no means; but then settlements of realty should be like settlements of stock. The trust should be kept off the register, and the equitable owners should be left to protect themselves by the same means as the equitable owners of stock. That was the opinion of some of the most competent witnesses examined before the royal commission. He would give one instance, Mr. Ford, who, at page 65 of the appendix, said—"In my opinion no real advantage will accrue to the public till land is treated like Government stock, and is capable of being transferred by trustees without regard to equitable interest or interests less than the absolute ownership." That was the system in force in South Australia. True it was that in Australia land was an "*article de commerce*," whereas in England it was becoming an "*article de luxe*." In Australia it was a marketable commodity, in England it represented the *pretium affectionis*. In Australia the object of people was to make it as marketable as possible, whereas the object of most persons in England seemed to be to keep it out of the market as long as possible. But did not this show that the difference lay not so much in the subject-matter itself as in the associations and sentiments which had grown up around it? No doubt those sentiments were at the present moment strong enough to defeat such a proposal as he had thrown out, however useful and unobjectionable in itself. But what he wished to insist upon was this, that anything short of such a radical change would do little or nothing. As it was you were merely nibbling at a great question—applying a homœopathic remedy to a disease of 500 years'

standing. Did his hon. and learned friend really think that he could regenerate and remodel the law of real property by such a Bill as this? Why he might as well attempt to penetrate the hide of a rhinoceros with a pea-shooter! Ever since the Bill had appeared he had been trying to collect opinions upon its merits, and the highest praise he had heard bestowed upon it was that in its present permissive condition it would be innocuous; if it was useless it would do no harm if it did no good. Now he maintained that every Act of Parliament which did no good necessarily did harm. In the first place it unsettled the law for nothing. In the next place (and the same thing might be said of all these sham Bills by whatever name they were called) it served as a stopgap in the way of further legislation. The question got shelved, the public conscience was appeased for a time, and it was only some ten years afterwards, when a royal commission was issued to inquire into the causes of its failure, that the public woke up to the fact that they had had a sham measure palmed off upon them. And now he would conclude by very respectfully tendering a piece of advice to the Government. If this thing was worth doing at all it was worth doing well. "*Ne tentes aut perfice.*" If in their opinion the time had come for applying a remedy, let them apply that remedy with a bold and unflinching hand; if on the other hand, they believed that the subject was not ripe for a settlement, in heaven's name let it be left alone.

General Correspondence.

"THE GREAT LAND QUESTION."

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your last week's issue there is a notice of my work on the Land Question, wherein occurs the following:—"But what are we to say to such a statement as this?—'Land, when once on the register, is clear and free from every claim, save only such claims as are guarded by cautions' (p. 165). Can Roe have ever read clauses 7 and 18 (Land Transfer Bill), as to the liabilities, rights, and interests to which even the estate of the proprietor of freehold land with an absolute title is subject?" May I ask in return, Can my reviewer have ever read pp. 147 and 149 of my book, where the first of these sections is transcribed at full length, and the second alluded to? May I also ask if he perused the sentence following the obnoxious passage, which shows I was speaking of equitable interests and constructive notice?

Trusting the rule of critical, as well as of legal, construction may one day be *Ex antecedentibus et consequentibus fit optima interpretatio*, I am, your obedient servant,

CHRISTOPHER CAVANAGH.

[Mr. Christopher Cavanagh's grievance is microscopical. We asked whether, when Roe says that land when once on the register is free from every claim, he could have read the clause of the Land Transfer Bill which provides that registered land shall be subject to certain specified liabilities, rights, and interests. Mr. Cavanagh thinks he proves that Roe has read clause 18 by pointing out that, while Roe says nothing about it, *Doe* gives the following summary of the clause:—"Section 18. Liability of registered land to easements and certain other rights"—a summary which is simply taken *verbatim* from the "arrangement of clauses" at the commencement of the Bill. All we can say is that whatever may have been the case with Roe, we should certainly be inclined from his summary to infer that Doe has never read the clause. As regards the remark that Mr. Christopher Cavanagh meant only to speak of equitable interests and constructive notice, it might be sufficient to ask why he did not say so in the sentence referred to? We think that no one reading the sentence following that we quoted would suppose that the writer was qualifying his previous assertion, but rather that he was developing one branch of the subject, with especial reference to its operation on "the trembling (?) widow and helpless orphan."—ED. *S. J.*]

Societies.

UNITED LAW CLERKS' SOCIETY.

The forty-third anniversary festival of this society was held on Wednesday evening last at Willis's Rooms, under the presidency of the Hon. Justice Denman, and, from the ovation with which he was received, it was manifest he had lost none of his popularity with the members of the association. Amongst others supporting the chairman there were the following:—Sir John Glover, Serjeant Ballantine, C. G. Prideaux, Q.C., C. Milward, Q.C., F. Philbrick, Q.C., Serjeant Parry, J. P. Benjamin, Q.C., Morgan Howard, Q.C., C. Hopwood, Q.C., M.P., R. D. M. Littler, Q.C., J. B. Torr, Q.C., Rev. J. Wace, W. Ambrose, Q.C., H. Romer, Mr. Registrar Merivale, J. H. Dart, M. S. Grosvenor-Woods, Dr. Thomson, G. F. Speke, C. E. Hawkins, C. R. James, W. H. Townsend, J. L. Mathews, E. G. Saunders, W. P. Beale, G. Beattie, T. H. Devonshire, H. L. Capron, H. Nicholson, Edward Bromley, M. Pope, and E. Pope.

The report presented stated: "The receipts on account of the casual fund during the year have been £511 15s. 2d., and the expenditure in gifts, loans, and some necessary disbursements, £456 3s. 6d. The difference has been added to the balance of cash in hand, which has thus been increased from £140 16s. 7d. on the 6th of April, 1874, to £160 1s. 10d. on the 5th of April, 1875. During a period of forty-three years the committee have saved out of this fund from year to year small sums now amounting to £1,110 8s. 11d., represented by £1,254 Reduced Annuities, in the hope (with other help) of ultimately being able to grant some small pensions to the most necessitous and deserving of the widows of members, but the superannuation claims have become so numerous, and the amount required to meet them is so large, that the committee reluctantly feel compelled to postpone for the present the granting of any such pensions. The establishment of an office, where the business of the society is now conducted, has proved very beneficial to the members, by affording increased facilities for the payment of subscriptions, the inspection of the situation-book, and the free use by the members of the society's library."

The customary loyal and patriotic toasts were duly honoured, Sir John Glover responding on behalf of the allied forces.

In proposing the toast of the evening, "Prosperity to the Law Clerks' Society," the CHAIRMAN said, in performing the pleasing duty of proposing the toast, he thought he could not do better than briefly state the facts, and then deliver his judgment. The facts were that in the year 1832 there was no such institution as the Law Clerks' Society, but about that time it was perceived that a very great want existed in the profession. The office of law clerk was a very varied one, and the duties discharged equally varied. The body of the law clerks was united, but composed of parts performing very different functions. First, he would refer to the judges' clerks, who, he believed, as a rule, were members of the society. He could say, without fear of contradiction, that they were a very hard-working and, he might add from his own knowledge, a very useful body of men. If they did not perform their duties faithfully, the judge could not comfortably discharge his; for it was needful that he should have all his books and papers readily accessible when required. Then there were the judges' clerks who performed many important duties at judges' chambers, and if any serious mistake were made here great public mischief would result. But it was known that, as a general rule at all events, these men discharged their functions so as to give satisfaction to the profession and the public. Next, referring to the barristers' clerks, he did not know any class of men in the kingdom who had more important duties to perform. After some twenty-seven years' practice at the bar he could speak of their integrity. Every shilling of his professional income went through the hands of his clerk, and upon the honesty of that clerk depended his professional and pecuniary prosperity. They had other equally important functions to discharge. For instance, they must see that their principal was not kept waiting for his briefs, and so on; and had often the diffi-

cult task cast upon them of endeavouring to be in more than one place at the same moment in order that the principal might be relieved from blame. It was well known that, as a rule, barristers' clerks served their principals faithfully, and were courteous and kind to all with whom they were brought in contact. Of the solicitor's clerk, he would say that he often had secrets confided to him of the most important nature; the secrets he had to keep; to do very, very arduous work; and, as one who had for a year or two held the office of judge, he could say that until he became such he hardly appreciated the importance of those functions performed by the clerks to attorneys and solicitors at judges' chambers. Indeed, a judge had daily to acknowledge that they behaved in an honourable, a gentlemanly, and efficient manner, and this assisted the administration of justice to a very great extent. He believed, without flattery, that what he had said constituted a fair description of the different classes of law clerks. It must be obvious that law clerks run great risks and encounter many chances in life in excess of most other classes. Their career might be cut short by the death of their employer, by sudden illness, or by other of those "ills which flesh was heir to"; so that unless something were done to create a provident fund for their support in sickness, old age, or retirement, they would be placed in circumstances of a painful nature. These facts having arrested attention in 1832, the Law Clerks' Society was formed. It had been in existence forty-three years, and during the whole of that period its success had been continuous, so that it had been enabled to accomplish an increased and increasing amount of good every year it had existed. At the very commencement of the society, in 1832, it was apparent that, in order to have fair scope and become the efficient provident association it was intended to be, it must receive some extraneous help from the other members of the profession, who might fairly be called upon to render that aid. It was seen that, without an annual dinner, there would be no sufficient opportunity of bringing into prominence the good intentions and desires of the profession, and that an annual dinner was a necessity. Accordingly, there had ever since been an annual dinner. At first the chair was taken by some eminent solicitor, beginning with that most distinguished member of that profession, Mr. Edward Foss, and that practice was followed until 1840. In 1841 the late Lord Chief Baron, then Attorney-General, presided, and from that time there had not been wanting men high in the legal profession ready to occupy the position which he that evening unworthily filled. But, with such antecedents, it was a proud distinction to be asked to take the chair, a distinction which he gratefully acknowledged. He would call attention to the fact that during the past year the secretary had distributed about £2,400 to the various objects which at present formed the main features of the institution. Sums were given to members in sickness, in pensions, by way of assistance to families of members, and also a considerable amount was expended in furnishing gratuitous medical advice. Another fact worthy of prominence was that the invested capital of the society amounted to upwards of £52,000. Another fact to be noticed was that, the society being one of the earliest of its kind, others had been founded upon its model; and he would express a hope that, contrary to what had happened in other cases, it would not be found that one good and benevolent society was in any way injuriously affected by the prosperity of others. The Barristers' Society had lately been founded very much upon the model of the Law Clerks', and he wished it every success, and, although it might flourish to the utmost, he trusted that the Law Clerks' would not in any way suffer, for, indeed, he should be exceedingly sorry if such were the result. He only need direct attention to the attendance that evening as a proof of the great interest taken on such occasions of their assembling to promote the society's welfare. He believed that, at the present time, with one (he presumed, accidental) exception, every member of the common law and chancery bench had, in some way or other, by subscription or donation, testified his approval of, and interest in, the society. In addition to that, during the last forty-three years, sixty-five members of the bench, including nine Chancellors and ex-Chancellors, had taken the chair at the anniversary festivals or aided the institution by subscriptions or donations. Such facts might, he thought, be fairly appealed to as evidence that the society had not only been a great success but that it well deserved support. Having stated the facts, he would proceed to deliver his judgment, which was that the society well merited support, and that every shilling any member of the legal profession was inclined to give by way of donation or subscription was money as well spent as any ever laid out.

Mr. Serjeant BALLANTINE, in proposing "The Patrons of the Society," observed that there was no doubt the introduction of great names and men of distinguished position, especially men of great learning who had worked their way up to high places by force of intellectual power and industry, afforded valuable adjuncts to any society. But sight must not be lost of those for whom they were patrons, and he wished to have it understood that, in his opinion—and he might add the opinion of those with whom he had conversed—the Law Clerks' Society was something apart from any other institution in the country. Their position with their employers was not only that of men ready to do their duty, but of firm and faithful friends, who were to be relied upon. It must be a gratification to the members of the society to know that the highest members of the profession had been anxious to meet the members of the society at their anniversary dinners, and they had that evening his friend, the Hon. George Denman, for president, of whom he could say nothing better than that, if his father were alive, he would be proud of him. Referring to the Lord Chief Justice, he said he was delighted to find that every class of honourable men discarded the foul and filthy slanders which were promulgated.

Mr. TORR, Q.C., responded, expressing a hope that the society would long continue to receive the countenance and support of such distinguished men as those to whom reference had been happily made.

At this stage, Mr. Harry Rogers read a list of subscriptions, including twenty-five guineas from the chairman, aggregating upwards of £400.

Mr. Serjeant PARRY proposed the toast of "The Chairman" in a felicitous speech, remarking that his lordship had distinguished himself at college, not only in athletics but in classics.

The CHAIRMAN, in responding, said in the early part of his life he had worked very hard, and done his duty to the best of his ability. He candidly admitted, as he had always done, that it was his ambition to attain to a judgeship, but, whilst the realization of that ambition had necessarily isolated him from his friends at the bar, he was glad to see so many present that evening supporting the society.

Mr. PHILBRICK, Q.C., in proposing "The Bench, the Bar, and the Legal Profession," dwelt upon the integrity of the bench, and the purity with which justice was administered, adding that in this rested the nation's best security for property, reputation, and life. He was firmly convinced, from experience, that solicitors faithfully discharged their duties to their clients.

Mr. LITTLER, Q.C., responded.

Mr. Registrar MERIVALE proposed the toast of "The Trustees, F. T. Bircham, Esq., Arnold White, Esq., and Fredk. Ouvry, Esq.," remarking that they were the hardest workers of the society, and that in all the profession no three names better qualified could be found.

Mr. PRIDEAUX, Q.C., returned thanks.

Mr. SPEKE proposed the toast of "The Honorary Stewards," observing that they were always willing to give their aid and presence to promote the welfare of the society.

Mr. HOPWOOD, Q.C., M.P., returned thanks.

Mr. PRIDEAUX then, in feeling language, called attention to the great loss which not only the legal profession, but the philanthropic world, had sustained by the death of his much-respected friend, Mr. T. Webster, Q.C., whose name was on the list as an honorary steward.

Mr. AMBROSE, Q.C., proposed the toast of "The Ladies," to which Mr. ROMER responded, and the meeting separated.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday, the subject for the evening's debate being—"That persons obtaining goods without having the means, or the probability of having the means, of paying for them, should be liable to be proceeded against criminally." The motion was lost by a majority of two.

Appointments, Etc.

Mr. Frederick Clarke, barrister, has been appointed to act as Assistant-Secretary to the Legislative Department of the Bengal Government. Mr. Clarke was educated at Exeter College, Oxford, where he graduated as B.A. in 1870, having obtained the Taylorian University Scholarship both in 1864 and in 1866. He was called to the bar at Lincoln's-inn in Trinity Term, 1871.

Mr. Robert Greening, solicitor (of the firm of Ingledew, Ince, and Greening), of St. Bennet's-chambers, Fenchurch-street, has been appointed an Examiner in the Court of Admiralty.

Sir Richard Davis Hanson, Knight, Chief Justice of South Australia, has been sworn in to administer the government of the colony during the absence of Mr. Anthony Musgrave, C.M.G. The Chief Justice was born in 1805, and, having been articled to the late Mr. John Wilks, M.P. for Boston, was admitted a solicitor in 1828, and for a short time carried on business in Philpot-lane, Fenchurch-street. He was engaged for some time in Canada (under the Earl of Durham) as an Assistant-Commissioner of Inquiry into Crown Lands and Immigration. He afterwards proceeded to New Zealand, and after several years' residence in that colony, he settled at Adelaide, and in 1851 he became acting Advocate-General of South Australia. In 1853 he received a permanent appointment in that capacity, and in 1856 (on the introduction of responsible government) he became Attorney-General. He retained the office till 1859, and two years later he was appointed Chief Justice. In the following year he became judge of the Vice-Admiralty Court, and in 1869 he was knighted.

Mr. John Gurney Hawkins, solicitor, of Hitchin, has been appointed Clerk to the County Magistrates at that place, in the room of his late uncle, Mr. William Hawkins. Mr Hawkins is a son of Mr. John Hawkins, of Hitchin, and a brother of Mr. Henry Hawkins, Q.C. He was admitted a solicitor in 1844, and practised for some years at Biggleswade, but returned to Hitchin in 1859, and joined the firm of Hawkins & Co., from which time he has acted as deputy-clerk to the magistrates.

Mr. Matthew Milman Hick, solicitor (of the firm of Jansons, Banks, & Hick), of Wakefield, has been elected Clerk to the Normanton and to the Altofts Local Boards of Health.

Mr. Samuel James Way, Q.C., has been appointed Attorney-General of South Australia, in the newly formed Ministry. Mr. Way has practised for several years in Adelaide, and was created a Queen's Counsel for the colony a few years ago.

New Commissioner for taking Affidavits.

Mr. Henry Cousins, Cardiff (Exchequer).

Courts.

COUNTY COURTS.

LEEDS.

(Before Mr. Serjeant Tindal Atkinson, Judge.)

May 28.—*Pickard* v. *Mabane.*

Witness—Subpœna—Loss of time.

A witness subpœnaed by the plaintiff or defendant to depose to a fact in a cause cannot recover for his attendance in court for loss of time.

The plaintiff in this case sued the defendant for the sum of £1, which, in his particulars, he claimed for attending as a witness upon the defendant's subpœna at a trial in the Dewsbury County Court, in which the now defendant was plaintiff.

Pullan, for the plaintiff.

Malcolm, for the defendant.

His Honour (who on the hearing had reserved judgment) said:—I nonsuited the plaintiff at the hearing, on the ground that no action for loss of time can be supported in law by a witness who is called to depose to facts in a court of justice. The plaintiff now seeks to set aside the nonsuit, and enter a verdict for the amount or for a new trial, on the ground that the case of *Hale* v. *Bates*, E. B. & E. 575, is an authority to show that the action is maintainable. As the case is of considerable importance to a great number of persons who are called to give evidence in these courts, I have taken the opportunity of consulting the authorities and decisions on this subject. In an early case, *Dixon* v. *Adams*, Croke's Reports, in the time of Elizabeth, p. 538, where the claim was the same as the present, the court held "that as the plaintiff had not done any act whereto the law would not have compelled him, he could not recover." This decision was fully upheld in *Collins* v. *Godefroy*, 1 B. & Ad. 950. There the plaintiff, an attorney, sued the defendant for attending six days on his subpœna. He was not, however, called, and he sued the defendant for six guineas for loss of time. It was contended for the plaintiff that, being a professional man, and having been required by the defendant to attend a trial in which the defendant had an interest, the law would raise an implied promise on his part to make compensation to the plaintiff for his loss of time; that it differed from the case of an indictment for felony or misdemeanour, in the prosecution of which the public had an interest, and it was the duty of every person to give evidence in such cases, but a party who attends a court of justice to give evidence in a civil cause does it, not in the discharge of a public duty, but in order to confer a benefit upon an individual. Lord Tenterden, in giving judgment, however, said, "that if it be a duty imposed by law upon a party duly subpœnaed to attend from time to time to give his evidence, then a promise to give him any remuneration for loss of time incurred in such attendance is a promise without consideration, and on consideration of the 5 Eliz. c. 9, s. 12, and of the cases which have been decided upon this subject, we are all of opinion that a party cannot maintain an action for compensation for loss of time in attending a trial as witness." This case was approved of and acted upon in equity by Vice-Chancellor Kindersley, in *Nokes* v. *Gibbons*, 5 W. R. 216. There no doubt exists a distinction as to the right to demand compensation between a witness who is called upon to depose to a matter of opinion depending on his skill in a particular trade and a witness to facts, and this was clearly pointed out by Mr. Justice Maule in *Webb* v. *Page*, 1 Carr. & Kir. 23, in which he says, "There is a distinction between the case of a man who sees a fact and is called to prove it in a court of justice, and that of a man who is selected by a party to give his opinion on a matter with which he is peculiarly conversant from the nature of his employment in life; the former is bound as a matter of public duty to speak to a fact which happens to have fallen within his knowledge. Without such testimony the course of justice would be stopped. The latter is under no such obligation; there is no such necessity for his evidence, and the party who selects him must pay him." The case of *Hale* v. *Bates*, cited by Mr. Pullan in favour of the plaintiff, goes no farther than to show that an attorney called as a witness is not within this rule, but an exception grafted upon a principle is merely an exception, and does not alter the law. I am bound, therefore, by the cases cited, and until they are expressly overruled, am compelled to hold that a witness in a civil suit called to depose to facts cannot recover from the party who subpœnas him a compensation for his loss of time in attending the court for that purpose, but if called as an expert to give a scientific opinion or with reference to matters which require the evidence of professional skill merely, he may then recover. In the present case the plaintiff was a witness to facts merely, and on this ground I find that he cannot recover. The nonsuit must remain, with costs.

At a recent meeting of the Birmingham Town Council Dr. J. Birt Davies resigned the office of coroner for Birmingham, which he has held for thirty-six years. A successor to Dr. Davies will be appointed next month. Payment is by fees, and the office is worth about £1,500 a year.

On Monday in the court of Vice-Chancellor Malins, several cases were called on in which neither counsel nor solicitors appeared, and the Vice-Chancellor ordered the cases to be placed at the foot of the list of causes, stating that in future he should, under similar circumstances, adhere to that rule.

Parliament and Legislation.

HOUSE OF LORDS.

June 3.—Artisans' Dwellings.

This Bill passed through committee with some verbal alterations.

Chimney Sweepers.

This Bill passed through committee.

Bishops' Resignation Act (1869) Perpetuation.

This Bill was read a third time and passed.

Landed Estates Act (Ireland) Amendment.

This Bill was read a second time.

Falsification of Accounts.

This Bill passed through committee.

Military Manœuvres.

This Bill was read a third time and passed.

June 4.—Parliament of Canada.

This Bill, the object of which is to empower the Parliament of the Dominion of Canada to administer oaths in certain cases, was read a second time.

Justices (Dublin).

The Duke of Richmond moved the second reading of this Bill, the object of which was to remove certain disabilities under which the police magistrates of Dublin laboured. They were barristers, but were ineligible for offices to which practising barristers might be appointed. The Bill would also give to the Lord Lieutenant power to reduce the number of magistrates from five to four, and to apportion the salary of the fifth magistrate among the remaining four in case the reduction was made.—The Bill was read a second time.

June 7.—Sale of Food and Drugs.

This Bill was read a second time.

Customs and Inland Revenue.

This Bill was read a second time.

Pier and Harbour Orders Confirmation.

This Bill was read a second time.

Post-office.

This Bill was read a second time.

Church Patronage.

This Bill was read a third time and passed.

Parliament of Canada.

This Bill passed through committee.

Justices (Dublin).

This Bill passed through committee.

Falsification of Accounts.

This Bill was read a third time and passed.

June 8.—Inns of Court.

This Bill passed through committee.

Offences Against the Person.

This Bill was read a second time.

Customs and Inland Revenue.

This Bill passed through committee.

Post-office.

This Bill passed through committee.

Parliament of Canada.

This Bill was read a third time and passed.

Justices (Dublin).

This Bill was read a third time and passed.

Chimney Sweepers.

This Bill was read a third time and passed.

HOUSE OF COMMONS.

June 3.—Public Health.

This Bill, as amended in committee, was considered.

On clause 89, Mr. Sclater Booth said he would not press an amendment of which he had given notice, the effect of which would be to give power to the authorities to deal with cases in which premises were in such a state as to be "either" a nuisance or injurious to health.—Mr. Gorst moved so to amend the clause as that the courts should be compelled (instead of the matter being optional, as proposed by the clause) to hold that no nuisance was created by the smoke arising from fireplaces or furnaces so constructed as to consume their smoke as far as practicable.—Mr. Sclater Booth having assented to the amendment, the word "may" was struck out and the word "shall" inserted.

Mr. Gourley moved an amendment in clause 285, to the effect that not only boroughs having separate courts of quarter sessions, but also "other urban districts containing a population of 25,000 or upwards," should not be included in any union of districts for the purpose of appointing a medical officer of health, without the consent of the local authority.—The amendment, with the assent of Mr. Sclater Booth, was agreed to.

The remaining amendments were then disposed of.

Friendly Societies Bill.

The House then went into committee on this Bill.

Clauses 12 and 13 were agreed to.

On clause 14, after several amendments had been negatived, Mr. Whitwell moved an amendment to the effect that the names and addresses of the persons proposed as auditors should be sent up to the registrar and also put up in the lodge-room or board-room of the society three months before the period of audit.—The Chancellor of the Exchequer assented to the amendment, and it was agreed to.—Mr. Chadwick said experience had proved that every audit ought to be a continuous one. Therefore he suggested that the auditor should be appointed at the beginning of the year, and be authorized to audit the accounts half-yearly, quarterly, or in any other mode he might think proper.—The amendment was agreed to.—Mr. Brown moved an amendment providing that in those cases when societies sent to the registrar, with the annual returns of income and expenditure, returns of sickness and mortality experienced by the society during the year, quinquennial returns as provided by this section should not be compulsory.—The amendment was agreed to—Clause 14 was ordered to stand part of the Bill.

On clause 15, Mr. Salt moved the omission in line 11 of the words from "being" to "member" in line 13. The clause enabled certain persons nominated to receive certain benefits at the death of a member; and the words he proposed to leave out limited the description of such persons. He thought a member of the society should be able to nominate any person to receive those benefits.—The Chancellor of the Exchequer would accept the amendment, but, as there might be danger in allowing the nomination of officers of the society in certain cases, he would add the words, "not being an officer or servant of the society."—The amendment, with this addition, was then agreed to.—Mr. Lopes proposed, in page 14, line 13, after the word "death," to insert "or bankruptcy," with the view, in the latter event, of protecting money held by the officers to meet current expenses.—The Chancellor of the Exchequer accepted the amendment, and, upon the suggestion of Mr. Lopes, agreed to consider before the report how the object might be more perfectly secured.

On clause 22, Mr. O'Shaughnessy moved an amendment that a dispute cognizable by a court of summary jurisdiction might be referred, with the consent of the parties, to the county court.—The amendment was adopted, and the clause, as amended, was also agreed to.

On clause 23, Mr. W. Holms moved an amendment to the effect that one-fifth, instead of three-eighths, of the members of societies of a certain magnitude might call for inquiry.—The Chancellor of the Exchequer accepted the amendment, and it was agreed to.—Clause 23 was agreed to.

Mr. Dixon (in the absence of Mr. Stansfeld) moved, clause 25, page 28, line 40, after "appropriated," to insert:—"That the chief registrar may suspend his award for such period as he may deem necessary to enable the society to make such alterations and adjustment of contributions and benefits as will in his judgment provide sufficient and equitable remedy in the premises, and prevent the necessity of such award of dissolution being made."—The Chancellor of the Exchequer accepted the amendment, which was agreed to, and the clause, as amended, was ordered to stand part of the Bill.

Clauses 26 and 27 were passed.

On clause 28, progress was reported.

Public Entertainments.

This Bill was read a third time.

ST. PAUL'S CATHEDRAL (MINOR CANONRIES).

This Bill passed through committee.

BILLS READ A FIRST TIME.

The O'CONOR DON introduced a Bill to amend the Acts relating to the College of Maynooth.

Mr. COLE brought in a Bill to amend the 11 & 12 Vict. c. 78, to provide a further appeal in criminal cases, and for the further amendment of the administration of the criminal law.

June 4.—FRIENDLY SOCIETIES.

The House went into committee on this Bill and resumed the consideration of it at clause 28, on the question raised by Mr. CALLENDER on the previous evening with respect to increasing the sum from £3 to £5 for which insurance might be effected in the case of children.—The CHANCELLOR of the EXCHEQUER said he was prepared to allow £6. Referring to the sub-section of clause 28, he said the words "all persons and bodies corporate and unincorporate" were introduced to meet the case of certain insurance companies which were not registered as friendly societies, and yet were doing industrial business. He proposed to introduce in some part of the Bill a full definition of industrial companies, and to strike out of this sub-section the words "all persons and bodies corporate and unincorporate," and insert the words "industrial companies." The clause, as amended, was agreed to, as was also clause 31.

The remaining clauses and schedules of the Bill were agreed to.

LAND TITLES AND TRANSFER.

On the order of the day for going into committee on this Bill, the ATTORNEY-GENERAL said that he did not suggest that the present Bill would effect any very great saving of expense in first establishing the absolute title of a person to property. The real advantage of having a register of titles was that, when a property had once been placed on the register, it could be subsequently dealt with at a trifling cost and trouble. The Bill differed in some respects from the one of last year. It was less ambitious in its character. Those who had read the reports of the various commissions and committees which had examined that subject would be aware that one of the chief reasons to be assigned for the failure of Lord Westbury's Act was that it was too ambitious in its scope, endeavouring to deal with every imaginable class of titles. The present Bill was very much more simple. He gave an outline of the provisions of the Bill, and then remarked that in the Bill of last year provision was made for the compulsory registration of titles within certain limits of value, and he personally had not ceased to hold the opinion that that was an important element of the whole question; but the objections raised to the proposal were so strong that it had been thought best on the present occasion not to risk the passage of the whole measure by introducing a provision in regard to which so much difference of opinion existed. The Bill was an honest attempt to deal with an important question, and if passed into law it would introduce a beneficial change into the mode of dealing with land, and the titles under which it was held.—Mr. OSBORNE MORGAN moved that "This House, while fully alive to the expediency of making the title to land more uniform, and its transfer more simple, cheap, and expeditious, is of opinion that this Bill will not effectually carry out those objects."—Mr. GOLDNEY thought that this was a good Bill, and felt no doubt that this was a step in the right direction. It was, in his opinion, a great improvement over the Bill of last year, because it removed the prejudice entertained by the profession and a portion of the public in regard to its compulsory operation. It also removed another difficulty, namely, that the compulsory operation of such a measure would give rise to such a mass of transactions that it would require an army of officials to carry it out within the period prescribed by the previous Act. The hon. and learned member had complained of the failure of Lord Westbury's Act; but that Act was confined to the registration of title, while the present Bill provided for two objects—the simplification of title, and the transfer of land from one person to another.—The debate at this point was adjourned.

LOCAL AUTHORITIES' LOANS.

This Bill was committed *pro formâ*.

METROPOLITAN POLICE (SURGEON, CLERK, &C.) SUPERANNUATION.

This Bill was read a third time.

INCREASE OF THE EPISCOPATE.

This Bill was read a second time.

June 7.—SAVINGS BANKS.

The consideration of this Bill in committee was resumed.

Clause 1, having been further amended by inserting, page 4, line 7, after "annual," the words "and principal," was agreed to.

Clauses 2 to 4 were agreed to.

On clause 5, on the motion of the CHANCELLOR of the EXCHEQUER, the words "local securities—that is to say" were omitted, as was also the part of the sub-section following the words "the consolidated stock of the Metropolitan Board of Works."—Clause 5, as amended, and the remaining clauses, together with the schedules, were added to the Bill.

COUNTY COURTS.

The SOLICITOR-GENERAL, in moving the second reading of this Bill, explained that its main object was to extend the powers at present possessed by plaintiffs in actions tried in the county courts to obtain judgments by default in undefended actions. It was said there was a very great difference of opinion as to whether judgments by default should be obtained in cases below £5. It was considered that this doubt should be given effect to. The principal provision of the Bill was that in all cases where the debt was above £5, and where the debt was due for goods supplied in the way of trade, the plaintiff should obtain judgment by default in the same way as in an action in the superior courts. At the same time, every security was thrown around the defendant. It was provided that in all cases there should be personal service on the defendant, and that before the summons was issued on which judgment by default should be obtained the plaintiff should make an affidavit in proof of his debt. The provisions of the Bill were in accordance with the recommendations of the Judicature Commissioners.—After a short conversation, the Bill was read a second time.

LUNATIC ASYLUM (IRELAND).

This Bill was read a second time.

PUBLIC HEALTH.

This Bill was read a third time.

BILLS READ A FIRST TIME.

The SOLICITOR-GENERAL for IRELAND brought in a Bill for promoting the revision of the statute law.

Mr. MURPHY brought in a Bill to enlarge the jurisdiction in admiralty cases of the recorders' courts of Cork and Belfast, and to provide for the payment of the officers of the said courts.

June 8.—NATIONAL DEBT (SINKING FUND).

This Bill passed through committee.

ST. PAUL'S CATHEDRAL (MINOR CANONRIES).

This Bill was read a third time and passed.

METROPOLIS LOCAL MANAGEMENT ACTS AMENDMENT.

This Bill passed through committee.

June 9.—ELEMENTARY EDUCATION (COMPULSORY ATTENDANCE).

Mr. DIXON moved the second reading of this Bill, which he said would secure the establishment of school boards in all those districts where there was already an insufficiency. According to the best information he could get, his Bill would not, if carried into operation at once, involve an expenditure of more than 1d. in the pound on the average, and in return for that we should have compulsory attendance enforced throughout the whole rural districts.—Mr. HAMOND moved the rejection of the Bill.—Lord SANDON opposed the Bill. The hon. member, he said, would force to have school boards 12,800 places which hitherto had shown no desire to have them. He would also force 843 school boards which had not passed compulsory bye-laws to have these bye-laws. He asked the House to consider what would be the probable effect of such legislation. He believed it would discourage, instead of stimulating, public feeling in favour of a better and a more general education.—Mr. FORSTER would vote for the Bill this session as he did last session, because he believed it was now absolutely necessary to try to secure that the attendance of children at school throughout the kingdom should be not partial, but general. Parliament could not stop with the principle of permissive compulsion. The experiment of compulsion had entirely succeeded. The

school inspectors concurred in reporting in favour of a general measure of compulsion; and as to the 415 school boards established since May, 1874, they had hardly had time to send up compulsory bye-laws. There were certain towns in which compulsion did not exist; but, taking population into account, his hon. friend (Mr. Dixon) was justified in saying that public opinion favoured the establishment of school boards, for seven-eighths of the population had placed themselves under school boards, and ninety-eight per cent. of the town population had adopted compulsory bye-laws.—On a division the Bill was rejected by 255 to 164.

CHELSEA HOSPITAL (LANDS).

This Bill was read a second time.

Legal Items.

The new school law of Texas fixes the compensation of teachers in the public schools at ten cents per day for each pupil in actual attendance.

It is stated that Mr. Leonard Henry Courtney, barrister-at-law, is about to resign the Professorship of Political Economy at University College, London.

The *Times'* Prussian correspondent telegraphs that Mr. Thomas Solly, of the Middle Temple, many years Professor of English at the Berlin University, is dead.

The Court of Common Pleas will sit in two divisions again on Monday and Tuesday next, one division to take new trials, and the other to proceed with the special paper.

The council of Owens College, Manchester, are about to appoint a new Professor of Jurisprudence and Law. There will be a salary of £250 per annum, with a share in students' fees. Testimonials are to be sent to the registrar not later than this day.

The *Legal Chronicle* states that Judson T. Mills, of South Carolina, was judge of a district court in Northern Texas, fond of a joke, but very decided in the discharge of his duty. Thomas Fannin Smith, a practising lawyer, having shamefully misstated the law in his address to the jury, turned to the court and asked the judge to charge the jury accordingly. The judge was indignant, and replied: "Does the counsel take the court to be a fool?" Smith instantly responded: "I trust your honour will not insist on an answer to that question, as I might, in answering it truly, be considered guilty of contempt of court." "Fine the counsel ten dols., Mr. Clerk," said the judge. Smith immediately paid the money, and remarked, "It was ten dols. more than the court could show." "Fine the counsel fifty dols.," said the judge. The fine was entered by the clerk, and Smith not being able to respond in that sum, sat down. The next morning, on the opening of the court, Smith rose, and with much deference of manner, began: "May it please your honour, the clerk took that little joke of yours yesterday about the fifty dols. as serious, as I perceive from reading the minutes. Will your honour be pleased to inform him of his error, and have it erased?" The coolness of the request, and the implied apology, pleased the judge, and he remitted the fine.

Law Students' Journal.

CALLS TO THE BAR.

The following gentlemen were on Monday called to the bar:—

INNER TEMPLE.—John Pitt Kennedy, B.A., Dublin; Frederick William Verney, B.A., Oxford; Philip Perceval Hutchins; George Edward Baker, M.A., Oxford; Oliver Smith, M.A., Oxford; Arthur Mills Tarleton, B.A., Cambridge; William Ramsay L'Amy, B.A., Cambridge; Robert Seton Græme, B.A., Oxford; Zachariah Twamley, B.A., Cambridge; Richard Ffolliot Crofton, Oxford; Charles Jack, B.A., S.C.L., Oxford; Thomas Beven, B.A., Oxford; Arthur Charles Cherry, B.A., Cambridge; Charles Melbourne Fletcher, B.A., Cambridge; William John Birch-Reynardson, B.A., Oxford; Arathoon Arathoon, B.A., Cambridge; George Herbert Rant, B.A., Cambridge; Henry Arthur Kekewich Hall-Dare; Richard Moon Perkes, B.A., Cambridge; Cameron Churchill, B.A., S.C.L., Oxford; John Haviland Dashwood Goldie, B.A., Cambridge; Joseph William Pullen, M.A., Cambridge; Avetick Arratoon Shircore; George Russell Butler; John Robert Dunlop Hill, LL.B., Cambridge; John Paterson, B.A., Cambridge; John Channon Lee Bassett; Walter Byron Prosser; Charles Janvrin Robin, M.A., Oxford; Philip Baylis, B.A., Cambridge; John Conrad Gie Kunhardt, B.A., Cambridge; Seymour Frederick Harris, M.A., B.C.L., Oxford; William Izard, B.A., Cambridge; Reginald Gray; John Haller Hutchinson; Jacques Henry Charles Durup de Balaine; Henry Alan Scott; Reginald Raoul Lempriere; Richard Henry Tidswell, B.A., Oxford; Arthur Radford, LL.B., Cambridge; and William Lawson, B.A., Cambridge, Esqs.

MIDDLE TEMPLE.—James Fegan Rochford (of the Irish bar), B.A., London University; John Ashton Cross, M.A. University of Glasgow, B.A. Oxford; Henry Kisch, University of London; Robert William Burnie; James Henry Deakin; Manmath Chanda Mallik; William Westropp Flemyng (of the Irish bar), M.A., Trinity College, Dublin; John Earle Raven, B.A., Cains College, Cambridge; William Hutchinson Spiller; John Brumell; Ebenezer Nash; Richard Meares Sly, LL.B., University of London; John Henry Martin Weitbrecht, B.A., S.C.L., Oxford; Frederick James Cornish-Bowden; Edmund Desanges Purcell, University of London; Brajendra Nath Dé, St. Mary Hall, Oxford; Athelstane Braxton Hicks; Daniel Sturdy, University of Paris; Walter Henry Wilkin; Cecil Hugh Wriothesley Beresford, B.A., Trinity Hall, Cambridge; Edwin Jones; and Ernest Badinias Florence, Esqs.

LINCOLN'S-INN.—William Henry Crowe, of her Majesty's Bombay Civil Service; George Waugh, of Queen's College, Belfast; David Frederick Schloss, of Corpus Christi College, Oxford; Edward Robert Masters, B.A., Cambridge; Edward Bray, B.A., Cambridge; Jonas Ashton, B.A. Cambridge, and M.A. London; William Moxon Browne, B.A., Cambridge; Harry Cleveland Vaughan, University of London; Thomas Charles Hindmarsh, B.A., Oxford; William James Smith, B.A., Cambridge; Frederick William Slingsby, B.A., Cambridge; Walter Wilson Leroux Cosser, B.A., Oxford; Henry Frederick Plunkett, University of Madras; Charles Dalton Clifford Lloyd; Pokala Venkatakrishnama Naidu, University of Madras; Edward Fraser Gladstone-Lingham; Arthur Jepson; Thomas Massey, University of London; Samuel Henry Woodhouse, B.A., Oxford; Charles Newman Watts; William Harry Barber Lindsell, B.A., Oxford; Arthur Thomas Waring; Emilius St. Clair O'Malley, B.A., Cambridge; Thomas Rolls Warrington, B.A., Cambridge; and William Mulholland, B.A., Queen's University in Ireland (Irish bar, Easter Term, 1865), Esqs.

GRAY'S-INN.—John Foster Reed, Esq.

UNIVERSITY OF OXFORD.

HONOUR SCHOOL OF JURISPRUDENCE.

CLASS LIST.

I.

Cripps, C. A., New
Freeth, H., Oriel
Leahy, J. W., University
Whinney, F., Worcester

II.

Barrett, J., St. John's
Clutterbuck, E. H., University
Crosse, E. T., Exeter
Morrell, C. F., Lincoln
Ogle, A. J. S., St. John's
Shirley, W. S., Balliol.

III.

Bartrum, B. T., Brasenose
Brown, C. F., Lincoln
Hood, S. F., Magdalen
Jackson, R. P., Exeter
Lawford, L. E., New
Lees, J. A., University
Lewis, J. E., Merton
Niblett, A. E., Exeter
Thornton, S. I., Lincoln

IV.

Campbell, F. G. B., Exeter
Highton, A. C., Queen's
Pinhey, R. W. S., University.

Examiners—T. E. Holland, K. E. Digby, and A. V. Dicey.

GRAY'S-INN.

The society's scholarships for the present year were on Wednesday awarded as follows:—The Bacon Scholarship, £45 per annum, tenable for two years, to E. C. Thomas, B.A., of Oxford; and the Holt Scholarship, £40 per annum tenable for two years, to W. E. Ball, LL.B., London

student of the society. The subject for the Lee Prize, an exhibition of £25, founded by John Lee, Q.C., I L.D., late a bencher of the inn, for next year is "The Judicature Act, 1873, stating its object and provisions generally, and its probable effect on the administration of the law in England.

Court Papers.

COURT OF CHANCERY.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	Master of the Rolls.
Monday, June 14	Mr. Merivale	Mr. King
Tuesday 15	Latham	Farrer
Wednesday ..16	Milne	King
Thursday 17	Latham	Farrer
Friday 18	Merivale	Farrer
Saturday 19	Milne	King

	V. C. Malins.	V. C. Bacon.	V. C. Hall.
Monday, June 14	Mr. Holdship	Mr. Clowes	Mr. Ward
Tuesday 15	Teesdale	Leach	Pemberton
Wednesday ..16	Holdship	Clowes	Ward
Thursday 17	Teesdale	Leach	Pemberton
Friday 18	Holdship	Clowes	Ward
Saturday 19	Teesdale	Leach	Pemberton

CERTIFICATES OF SALE AND TRANSFER.

Monday, Jne 14	Mr. Teesdale	Thursday, Jne 17	Mr. Merivale
Tuesday ..15	Holdship	Friday 18	Milne
Wednesday 16	Farrer	Saturday 19	Latham

ORDER OF COURT.

Friday, the 11th day of June, 1875.

Whereas, from the present state of the business before the Vice-Chancellors Sir Richard Malins and Sir James Bacon respectively, it is expedient that a portion of the causes standing for hearing before the Vice-Chancellor Sir Richard Malins should be transferred to the Vice-Chancellor Sir James Bacon. Now I do hereby order that the several causes mentioned in the schedule hereunto subjoined, be accordingly transferred from the Book of Causes standing for hearing before the Vice-Chancellor Sir Richard Malins to the Book of Causes for hearing before the Vice-Chancellor Sir James Bacon. And this order is to be drawn up by the registrar, and set up in the several offices of this court.

CAIRNS, C.

The Schedule.

Jones v Chorley. Motion for decree. 1874 J 19
Hodges v Cox. Motion for decree. 1874 H 14
Oxenford v Preston. Motion for decree. 1874 O 10
McDermott v McDermott. Motion for decree. 1875 M 81
Shepherd v Walker. Motion for decree. 1873 S 82
Stafford v Coram. Motion for decree. 1873 S 250
Sladen v Harris. Motion for decree. 1874 S 133
Ronald v Metcalfe. Cause with witnesses. 1873 R 41
King v Corke. Cause. 1873 K 24
Spencer v Bellman. Motion for decree. 1874 S 238
Judd v Green. Cause. 1873 J 36
Wagstaff v The South-Eastern Railway Company. Motion for decree. 1873 W 199
Russell v Parr. Motion for decree. 1874 R 150
Pollard v Yardley. Motion for decree. 1874 P 154
Mason v Campbell Cause. 1874 M 144
Sweeney v The Bank of England. Motion for decree. 1873 S 294
Stubbs v Miller. Motion for decree. 1874 S 249
Cogan v Duffield. Cause. 1874 C 20
Solomons v Magnus. Cause. 1874 S 217
Alleyne v Lewis. Motion for decree. 1874 A 72.

The Vice-Chancellor will not hear any of the above causes before the first cause day in the sittings after Term.

R. H. LEACH, Registrar.

PUBLIC COMPANIES.

MONEY MARKET AND CITY INTELLIGENCE.

The bank rate remains unchanged. The proportion of reserve to liabilities has risen from 36 per cent. last week to 40¼ per cent. this week. Up to Monday the home railway market was firm, but on Tuesday and Wednesday a fall in prices occurred. On Thursday there was some improvement. Business in the foreign market has been very limited. Consols closed on Thursday at 92⅞ to 93 for money and 93 to ⅛ for the account.

GOVERNMENT FUNDS.

LAST QUOTATION, June 11, 1875.

3 per Cent. Consols, 92¾ x d	Annuities, April, '85, 9¾
Ditto for Account, July, 93¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 93¾	Ex Bills, £1000, 2¼ per Ct. 2 dis
New 3 per Cent., 93¼	Ditto, £500, Do 2 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 2 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year), 259
Annuities, Jan. '80—	Ditto or Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	113
Stock	Caledonian	100	106¼
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	43½
Stock	Great Northern	100	142
Stock	Do., A Stock*	100	162
Stock	Great Southern and Western of Ireland	100	107½
Stock	Great Western—Original	100	113½
Stock	Lancashire and Yorkshire	100	142¼
Stock	London, Brighton, and South Coast	100	109
Stock	London, Chatham, and Dover	100	34
Stock	London and North-Western	100	147½
Stock	London and South Western	100	117
Stock	Manchester, Sheffield, and Lincoln	100	77
Stock	Metropolitan	100	89½
Stock	Do., District	100	38¾
Stock	Midland	100	144
Stock	North British	100	86
Stock	North Eastern	100	171
Stock	North London	100	1.4
Stock	North Staffordshire	100	70
Stock	South Devon	100	56
Stock	South-Eastern	100	119

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

KEENE—June 4, the wife of Mr. A. T. Keene, solicitor, Mold, Flints, of a son.

MARRIAGES.

LEE—NOTCUTT—June 9, at the Unitarian Chapel, Ipswich, Thomas Grosvenor Lee, of Birmingham, solicitor, to Winifred Hannah, the youngest daughter of Stephen Abbott Notcutt, of Ipswich, solicitor.

SMITH—PAVEY—June 3, at the parish church, Minchinhampton, Gloucestershire, Alfred Edward Smith, solicitor, Nailsworth, to Ellen, younger daughter of Henry Pavey, of Hazlewood Cottage, Nailsworth, Gloucestershire.

DEATHS.

COBBETT—At Wilmslow, Cheshire, Richard Baverstock Brown Cobbett, aged 61.

WEBSTER—June 3, at 97, Ladbroke-road, Notting-hill, Thomas Webster, Q.C., F.R.S., aged 64.

WILSON—June 7, at Camden Lodge, Sissinghurst, Cranbrook, Kent, John Elliot Wilson, solicitor, aged 66.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, June 4, 1875.

LIMITED IN CHANCERY.

Ballyclare Paper Mills Company, Limited.—Petition for winding up, presented June 4, directed to be heard before the M.R. on June 12. Hand and Co, Coleman st, agents for Briggs, Derby, solicitor for the petitioner.

Phœnix Bessemer Steel Company, Limited.—Petition for winding up, presented June 3, directed to be heard before the M.R. on June 12. Pilgrim and Phillips, Church court Lothbury, agents for Watson and Esam, Sheffield, solicitors for the petitioner.

Swiss Times Company, Limited.—By an order made by the M.R., dated May 24, it was ordered that the voluntary winding up of the above company be continued. Ellis and Co, St. Swithin's lane, solicitors for the petitioner.

Wolsingham Park Dinas and Fire Brick, Mineral, and Coal Company, Limited.—By an order made by the L.C., dated May 28, it was ordered that the above company be wound up. Torr and Co, Bedford row, solicitors for the petitioners.

TUESDAY, June 8, 1875.
LIMITED IN CHANCERY.

Australia Direct Steam Navigation Company, Limited.—The M.R. has, by an order dated May 25, appointed Frederick Bertram Smart, Cheapside, to be official liquidator. Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, July 19, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Cornish Consolidated Iron Mines Corporation, Limited.—V.C. Malins has, by an order dated June 2, appointed Mr. Frederick Whinney, Old Jewry, to be official liquidator. Creditors are required, on or before July 1, to send their names and addresses, and the particulars of the debts or claims, to the above. Thursday, July 8, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Tynemouth (Borough) Tramways Company, Limited.—By an order made by V.C. Malins, dated May 28, it was ordered that the above company be wound up. Ashurst and Co, Old Jewry, solicitors for the petitioner.

Universal Disinfector Company, Limited.—The M.R. has fixed Wednesday, June 16, at 1.30, at his chambers, for the appointment of an official liquidator.

Friendly Societies Dissolved.

FRIDAY, June 4, 1875.

Aston Provident Society, National School, Aston, Warwick. May 31
Earl of Dartmouth Lodge of Independent Odd Fellows, Shoulder of Mutton Inn, Slaithwaite, York. May 24
Hendy Lodge, Gerwen District, Grand United Order of Odd Fellows, Red Cow Inn, Hendy, Pontardulais, Carmarthen. June 1
Hunsdon Provident Benefit Society, School-room, Hunsdon, Hertford. June 1

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 4, 1875.

Ackernley, William Henry. Huddersfield, York, Mechanic. July 1. Ackernley v Ackernley, M.R. Sykes, Huddersfield
Gregory, Edward Rogers, Hackney, Gent. June 24. Gregory v Nettleship, V.C. Hall. Crook and Smith. Fenchurch st
Hardman, William, Elton, Lancashire, Merchant, Edmund Hardman, Elton, Gent, and Henry Hardman, Bury, Lancashire, Gent. July 2. Foxton v Oram, M.R. Whitehead, Bury
Hawkins, Frederick, Hyde place, Greenwich, Gent. June 28. Heugh v Scard, M.R. Holmes, Threadneedle st
Haywood, Howard, Brownhills, Burslem, Stafford, Esq. June 30. Eaton v Davis, V.C. Hall. Dawson, New square, Lincoln's inn
Humphreys, Richard, Banbury, Oxford, Mealman. July 3. Field v Salter, M.R. Pellatt, Banbury
Kidd, Houston, Mark lane, Merchant. July 2. Kidd v Geaussent, V.C. Hall. Geaussent, New Broad st
Knowles, Sarah, Matlock, Derby. June 30. Hassall v Adcock, V.C. Malins. Wilkinson, Bermondsey st, Southwark
Luke, William, Charlestown, Cornwall, Merchant. June 30. Luke v Luke, V.C. Malins. Coode and Co, St Austell
Mason, William, Lawton marsh, Hereford, Farmer. July 7. Mason v Mason, V.C. Malins. Woodhouse, Leominster
Mortimore, Richard, Cullompton, Devon, Tanner. July 3. Mortimore v Mortimore, V.C. Malins. Burrow, Cullompton
Pengelly, Oliver Veale. Barnstaple, Devon, Wine Merchant. June 28. Hunt v Pengelly, M.R. Tucker, Barnstaple
Rawlinson, James, Caleb Lancaster, and Joshua Lancaster, Colne, Lancashire, Cotton Spinners. June 30. Lancaster v Elce, M.R. Robinson, Settle
Robinson, Robert, Sevens, Westmorland, Innkeeper. June 25. Robinson v Robinson, M.R. Thompson, Kendal
Roebuck, George, Leeds, Woollen Draper. July 7. Roebuck v Middleton, V.C. Hall. Middleton, Leeds
Stead, Richard, Leeds, Maltster. June 25. Stead v Johnson, M.R. Janeway, Bedford row
Summerlin, Thomas Hopkins, Compton rd, Canonbury, Gent. July 5. Mooney v Summerlin, V.C. Hall. Longcroft, Clement's inn, Strand
Tunks, Thomas, Holmer, Hereford, Brick Manufacturer. July 10. Vevers v Beech, V.C. Hall. Roberts, Leadenhall st

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 4, 1875.

Bagot, Alexander, Lady Cross Lodge, Hants, Colonel. Aug 1. Few and Co, Henrietta st, Covent garden
Baker, Robert, Llangollen, Denbigh, Brewer. Sept 1. Richards, Llangollen
Bakes, William, Bradford, York, Gent. Aug 7. Wood and Killick, Bradford
Bayley, Rev William Rutter, Cassington, Oxford. July 1. Sles and Co, Parish st, Southwark
Broom, Fanny, Bristol. June 24. Wise, Bristol
Clark, George, Sidmouth st, St Pancras, Gent. July 1. Phillips and Son, Abchurch lane
Cleveland, Alfred, Chedgrave, Norfolk, Veterinary Surgeon. July 10. Hopeman and Todd
Elphinstone, Hon John Frederick, Morpeth terrace, Colonel Scots Fus. Gds. July 7. Winter and Co, Bedford row
Fisher, John, Kendal, Westmorland, Timber Merchant. July 31. Thompson and Wilson, Kendal
Freer, William, Stonygate, Knighton, Leicester, Esq. July 13. Freer and Co, Leicester
Elsom, Henry, Godmanchester, Huntingdon, Gent. June 26. Reid, Belmont terrace, Hornsey
Gregory, Harriet, Knight's hill, Lower Norwood. July 10. Johnson and Co, Austin friars
Hainworth, William, Hitchin, Hertford, Farmer. Aug 10. Hepburn and Sons, Bird-in-Hand court, Cheapside
Harris, Frederick, Gateacre, near Liverpool, Secretary Public Company. Sept 1. Duncan and Co, Liverpool
Henning, William, Frome, St Quintin, Dorset, Gent. Sept 1. Slade and Co, Yeovil
Hodgin, James, Wessington, Derby, Wheelwright. July 23. Thurman, Alfreton
Holland, Elizabeth, Padiham, Lancashire. July 6. Wheeler and Co, Padiham
Jackson, Thomas Ridley, Edgbaston, near Birmingham, Coal Dealer. Aug 1. Dimbleby, Birmingham
Lawson, Richard, Falsgrave, York, Gent. June 30. Cornwall and Co, Scarborough
Luxton, Hephzibah, Evesham, Worcester. Sept 1. New and Co, Evesham
Marvin, Richard, Southsea, Hants, Esq. Aug 14. Marvin, Southsea
Nicholson, Frances, Whitehaven, Cumberland. June 29. Lumb and Howson, Whitehaven
Page, Matilda, Wimpole st, Cavendish square. June 24. Plunkett, Gutter lane, Cheapside
Punshon, Luke, Newcastle-upon-Tyne, Gent. July 14. Forster and Co, Newcastle-upon-Tyne
Scott, Duncan, Fulham rd, Licensed Victualler. July 13. Mackeson and Co, Lincoln's inn fields
Shursy, and not Shurly (as erroneously printed in Gazette of 25th ult), Elizabeth, Brighton, Sussex. July 15. King and Son, Brighton
Tiplady, Charles, Blackburn, Lancashire, Stationer. June 30. Wilkinson, Blackburn
Tomlyn, William, Wrotham, Kent, Builder. Aug 1. Stenning, Maidstone
Tremlett, Samuel, King st, Lower rd, Islington, Fishmonger. July 10. Townend, Queen st, Cheapside
Turner, James, Lombard st, Solicitor. Aug 3. Fox and Co, Chancery lane
Webbe, John, Whitby, Yorkshire, Professor of Music. June 30. Ditton, Ironmonger lane, Cheapside
Wilkinson, Thomas, Handsworth, Stafford, Electro Plater. Aug 1. Dimbleby, Birmingham

Bankrupts.

FRIDAY, June 4, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Delmar, Arthur, Hillmarton rd, Stock Broker. Pet June 2. Spring-Rice. June 17 at 12
Haverson, John Thomas, Charles Alfred Gordon, and Theodore John Scrivener, Gresham st, Stationers. Pet June 1. Hazlitt. June 23 at 12
Hughes, Joseph, Portobello rd, Notting hill, Butcher. Pet May 31. Spring-Rice. June 17 at 11.30
Marshall, George, Edgware rd, Auctioneer. Pet June 1. Hazlitt. June 18 at 12
Neumark, H S, Bishopsgate st, Merchant. Pet May 31. Brougham. June 18 at 11
O'Donnell, Francis Hugh, Palsgrave place, Strand. Pet June 1. Hazlitt. June 23 at 12
Von Landesen, Eugene, Adelbert George Hildt, and Gustav Kuhlenthal, Great St Helen's, Merchants. Pet June 2. Spring-Rice. June 22 at 11
Williams, Thomas, Graham rd, Dalston, Accountant. Pet June 1. Hazlitt. June 23 at 11

To Surrender in the Country.

Evans, Thomas, Liverpool, Sack Dealer. Pet June 2. Watson. Liverpool, June 16 at 2
Fairman, Charles John, Sunderland, Durham, Wine Merchant. Pet May 31. McKenzie. Sunderland, June 18 at 11
Thomas, John, Saint Day, Cornwall, Innkeeper. Pet June 2. Paul. Truro, June 16 at 11

TUESDAY, June 8, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Angell, Thomas John, Russell rd, Kensington, Gent. Pet April 16. Brougham. June 25 at 11
Michels, Frederick Charles, Maida hill west, Livery Stable Keeper. Pet June 3. Pepys. June 24 at 11
Page, Charles, Omega place, Alpha rd, Regent's park, Cab Proprietor. Pet June 5. Hazlitt. June 22 at 11
Solomons, Maurice Benjamin, Temple bar, Wine Merchant. Pet Jun 5. Hazlitt. June 22 at 11

To Surrender in the Country.

Blower, Walter Charles, Dingestow, Monmouth, Farmer. Pet June 4. Roberts. Newport, June 21 at 2
Buckley, Edwin, Hurst, Lancashire, Cigar Merchant. Pet June 3. Hall. Ashton-under-Lyne, June 17 at 11
Cowper, John H , Liverpool, Merchant. Pet June 4. Watson. Liverpool, June 21 at 2
Esbelby, John. Stockton-on-Tees, Durham, Joiner. Pet June 4. Crosby. Stockton-on-Tees, June 21 at 3
Knight, Richard, Ruardean hill, Gloucester, Collier. Pet June 3. Wilton. Gloucester, June 19 at 12
Morris, David, and Morris Jones Morris, Sylfaen, Merioneth, Farmers. Pet June 4. Jenkins. Aberystwith, June 22 at 12
Osmand, Benjamin, Tunbridge Wells, Sussex, Brick Maker. Pet June 5. Cripps. Tunbridge Wells, June 21 at 3
Pringle, Henry Strachan, and William John Pringle, Newcastle-upon-Tyne, Colliery Owners. Pet June 5. Mortimer. Newcastle. June 22 at 12
Rhys, Charles Cureton, The Palace, Hampton Court, Gent. Pet June 3. Bell. Kingston, June 24 at 3

BANKRUPTCIES ANNULLED.

FRIDAY, June 4, 1875.

Hunt, Henry, Stratford, Essex, Varnish Manufacturer. May 25

TUESDAY, June 8, 1875.

Stephens, Josias, Stephen's terrace, Notting hill, Builder. June 1

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 4, 1875.

Aaron, John Moses, Coldharbour lane, Camberwell, Furniture Dealer. June 16 at 11 at offices of Day, Bloomsbury square. Fenday, Oxford st

Affleck, Henry, Abinghall, Gloucester, Paper Maker. June 18 at 1 at the Wellington Hotel, Gloucester. Goold, Newnham

Arundell, John, Exeter, Honiton Lace Dealer. June 17 at 4 at 66, Paris st, Exeter

Ashley, Thomas, Brierley hill, Stafford, Coal Merchant. June 18 at 3 at the Queen's Hotel, Stephenson's place, Birmingham. Addison, Brierley hill

Ball, Thomas Williamson, York, Stationer. June 17 at 11 at offices of Watson, Lendal, York

Barker, Francis Lewis Roubilliac, Bristol, Dealer in China. June 18 at 11 at offices of Ward, Albion chambers, Broad st, Bristol

Bent, Henry, Leicester, Furniture Dealer. June 17 at 11 at offices of Shires, Market st, Leicester

Bentley, William, Hanley, Stafford, Fishmonger. June 12 at 11 at the Vine Inn, Stafford. Shires, Leicester

Bicknell, William Henry Prawle, Bridgend, Glamorgan, Tailor. June 15 at 3 at the Town Hall chambers, Bridgend. Stockwood, jun, Bridgend

Blakey, John, and Saville Crowther, jun, Huddersfield, York, Dyers. June 16 at 3 at offices of Learoyd and Learoyd, Buxton rd, Huddersfield

Boucher, Samuel Richard, Carlton, Nottingham, out of business. June 21 at 3 at offices of Parsons, Eldon chambers, Wheeler gate, Nottingham

Bradley, Benjamin, Fulham rd, Brompton, Builder. June 14 at 3 at offices of Harris, Borough High st, Southwark

Burrows, James, St Thomas the Apostle, Devon, Butcher. June 17 at 11 at offices of Harris and Co, Gandy st chambers, Exeter. Huggins, Exeter

Chantrey, George, Derby, Licensed Victualler. June 17 at 11 at offices of Harrison and Co, Becket well lane, Derby. Hextall, Derby

Cheetham, Samuel, Liverpool, Merchant. June 18 at 2 at offices of Banner and Son, North John st, Liverpool. Hull and Co, Liverpool

Corbett, John, Grafton st, Soho, Cheesemonger. June 14 at 11 at 25, Great James st, Bedford row. Pope

Cowan, William, Huddersfield, York, Draper. June 17 at 11 at offices of Armitage, Lord st, Huddersfield

Crathorne, Allan, jun, Stockton-on-Tees, Durham, Wine Merchant. June 14 at 12 at offices of Dobson, Gosford st, Middlesborough

Cumbus, George, Barnard Castle, Durham, Innkeeper. June 15 at 12 at the Club Room, Mechanics' Hall, Skinnergate, Darlington. Willan, Darlington

Currie, George, Liverpool, Wine Merchant. June 21 at 2 at offices of Tyrer and Co, North John st, Liverpool

Curtis, William, Poole, Dorset, Cabinet Maker. June 17 at 3 at offices of Trevanion, New st, Poole

Daniels, Mary, Newport, Monmouth, Beerhouse Keeper. June 22 at 12 at offices of Morgan, Dock st, Newport

Davis, William, Sheffield, Picture Framer. June 16 at 11 at offices of Webster, Hartshead, Sheffield

Dawbarn, James, Lombard st, Mine Owner. June 30 at 3 at offices of Lawrance and Co, Old Jewry chambers

Dennis, Harry, and Adam Myers Todd, Bradford, York, Italian Cloth Merchants. June 19 at 10 at offices of Berry and Robinson, Charles st, Bradford

Dodds, Alexander, Manchester, Printer. June 22 at 3 at offices of Chorlton, Brazennose st, Manchester

Eaton, Richard, Union st, Southwark, Mechanical Engineer. June 24 at 3 at offices of Lawrance and Co, Old Jewry chambers

Enser, Charles, Aston, near Birmingham, Pearl Button Maker. June 18 at 3 at offices of Parry, Bennett's hill, Birmingham

Fawcus, Thomas Powell, and Robert Craggs, West Hartlepool, Durham, Timber Merchants. June 21 at 3 at offices of Fawcus and Craggs, Commercial buildings, West Hartlepool. Strover, West Hartlepool

Gibbs, Abraham, Sheffield, Clothier. June 16 at 2 at offices of Ryalls and Son, North Church st, Sheffield

Green, Alfred, Trowbridge, Wilts, General Dealer. June 18 at 1 at offices of Sharpnell, Bridge st, Bradford-on-Avon

Gregory, Lewis William, King st, Cheapside, Solicitor. June 22 at 3 at offices of Raven and Curtis, Queen Victoria st

Hadley, William, Banbury, Oxford, Ironmonger. June 21 at 3 at the Hen and Chickens Hotel, New st, Birmingham. Hensman and Nicholson, College hill

Haggerty, Michael, North Shields, Northumberland, Dealer in Draperies. June 16 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne

Hammond, Samuel James, Springfield, Essex, Butcher. June 17 at 11 at offices of Jones, Tindal square, Chelmsford

Hardcastle, George, and George Valentine Pettefer, Birmingham, Jewellers. June 15 at 3 at offices of Jaques, Cherry st, Birmingham

Hayward, Richard, Dawley, Salop, Maltster's Foreman. June 18 at 12 at offices of Harries, Dawley

Herbert, William, Abergavenny, Monmouth, Shoe Manufacturer. June 17 at 3 at the Angel Hotel, Abergavenny. Sayce, Abergavenny

Herd, Edward, Church Minshull, Cheshire, Farmer. June 17 at 3 at the Crown Hotel, Nantwich. Martin, Nantwich

Hewett, William, Great Yarmouth, Jeweller. June 21 at 11 at offices of Wright, Queen st, Norwich

Hill, David, Jevons, Swindon, Wilts, Watch Maker. June 18 at 11 at the Bell Hotel, High st, Swindon. Mullings and Co, Wootton Bassett

Hill, Rowland, Lesdenhall st, Housekeeper. June 16 at 3 at offices of Thwaites, Basinghall st. Parke, Coleman st

Hjerield, Sivert, Coatham, York, Ironfounders. June 17 at 11 at offices of Anderson, Queen Hotel, Middlesborough. Bainbridge, Albert rd, Middlesborough

Horton, John George, Southsea, Hants, Chandler's Shopkeeper. June 26 at 4 at the Cricketers' Tavern, Southsea. Marshall, Lincoln's inn fields

Huckett, Henry Robert, Lee, Kent, Auctioneer. June 21 at 3 at offices of Lockyer, New cross rd, Deptford

Hudson, William, Harrow rd, Omnibus Proprietor. June 12 at 10 at offices of Fisher, Leicester square

Jackson, Henry, South Shields, Durham, Auctioneer. June 18 at 3 at offices of Blair, King st, South Shields

Johnston, John, Hulme, Manchester, Provision Dealer. June 17 at 2.30 at offices of Nuttall and son, John Dalton st, Manchester

Jones, David samuel, Birmingham, Draper. June 15 at 11 at offices of Free, Temple row, Birmingham

Kinnersley, John, Hereford, Grocer. June 18 at 10.30 at offices of Corner, High Town, Hereford

Knowles, John, Bolton, Lancashire, Corn Dealer. June 16 at 3 at offices of Dawson and Scowcroft, Exchange st east, Bolton

Langley, Edwin Herbert, Rye, Sussex, General Merchant. June 18 at 11 at Green's Hotel, Havelock rd, Hastings. Dawes, Rye

Lannigan, Henry Trevor, Redcar, York, Engineer, June 17 at 12 at the Queen Hotel, Middlesborough. Bainbridge, Middlesborough

Loth, John, Newport, Monmouth, Greengrocer. June 18 at 11 at offices of Gibbs, Tredegar place, Newport

Mather, George, Newcastle-upon-Tyne, Shipowner. June 15 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

McLellan, John, Leeds, Hotel Keeper. June 17 at 3 at the Albion Hotel, Briggate, Leeds. Ferns

Medland, John, Birmingham, Corn Dealer. June 17 at 12 at offices of Ladbury, Newhall st, Birmingham

Michelson, Edward, Manchester, Merchant. June 22 at 3 at the Clarence Hotel, Spring gardens, Manchester. Storer, Manchester

Middleton, John William, Manchester, Provision Dealer. June 18 at 2 at offices of Chapman and Co, Fountain st, Manchester

Miller, Alexander, Liverpool, Licensed Victualler. June 22 at 11 at offices of Quelch, Dale st, Liverpool

Morgan, John, Coygen, Brecon, Farmer. June 24 at 12 at offices of Games, Street, Brecon

O'Neill, James, South Bank, nr Middlesborough, York, Chemist. June 14 at 1 at offices of Dobson, Gosford st, Middlesborough

Pilkington, Alexander, Blackburn, Lancashire, Draper. June 22 at 1 at the White Bear Hotel, Piccadilly, Manchester. Holland, Blackburn

Prescott, James, Oldham, Lancashire, China Dealer. June 21 at 3 at offices of Ascroft and Son, Clegg st, Oldham

Rhodes, John, Birkenhead, Cheshire, Wheelwright. June 16 at 11 at offices of Downham, Birkenhead

Robinson, Philip, Rochdale, Lancashire, Fishmonger. June 19 at 11 at offices of Ashworth, Yorkshire st, Rochdale

Roshier, William, Norwich, Carpenter. June 16 at 12 at offices of Miller and Co, Bank chambers, Norwich. Stevens, Norwich

Salomon, Peter, Billiter square, Merchant. June 16 at 12 at offices of Crump, Philpot lane

Stevens, John, Chigwell row, Essex, Licensed Victualler. June 22 at 3 at the Golden Lion Inn, Romford. Moojen, Southampton st, Bloomsbury square

Sutton, John, West town, nr Dewsbury, York, Cloth Finisher. June 16 at 2 at offices of Ridgway, Church st, Dewsbury

Swift, Isaac, Newport, Monmouth, Cab Proprietor. June 17 at 11 at offices of Williams and Co, Dock st, Newport

Tappin, William George, Kingsland rd, Timber Merchant. June 21 at 3 at offices of Webb, Austin friars

Taylor, Joseph, Cardiff, Glamorgan, Grocer. June 22 at 11 at offices of Morgan, High st, Cardiff

Thompson, Thomas John, Beverley, York, Surgeon. June 16 at 11 at offices of Shepherd and Co, Lairgate, Beverley

Wall, Ann, Nailsworth, Gloucester, Grocer. June 21 at 11 at offices of Witchell, Lansdown, Stroud

West, Lewis Borrett, St Mary's grove park, Chiswick, Gent. June 14 at 12 at the Guildhall Tavern, Gresham st. Preston, East India avenue, Leadenhall st

Weston, Thomas bond, Tranmere, Cheshire, Baker. June 16 at 2 at offices of Downham, Birkenhead

Williams, William, Thomas Milner, and Joshua Overend, Bradford, York, Worsted Spinners. June 16 at 11 at offices of Rawson and Co, Piccadilly, Bradford

TUESDAY, June 8, 1875.

Allin, John, Weedon Beck, Northampton, Farmer. June 17 at 3 at offices of Becke, Market square, Northampton. Cook and Parker, Wellingborough

Allport, Susannah, Bury, Lancashire, Tobacconist. June 18 at 3 at offices of Anderton, Garden st, Bury

Bale, William Avery, Lower Winsham, Devon, Farmer. June 22 at 12 at offices of Thorne, Castle st, Barnstaple

Beavon, Isaac William, Birmingham, Plated Chain Manufacturer. June 17 at 12 at offices of Fallows, Cherry st, Birmingham

Blyton, Thomas Carey, High st, Deptford, Linen Draper. June 23 at 2 at Lombard House, George yard, Lombard st. Vallance and Vallance, Essex st, Strand

Bottomley, Gaulter, Dewsbury, York, Butcher. June 18 at 11 at offices of Shaw, Bond st, Dewsbury

Bould, Henry Joseph, Bilston, Stafford, Grocer. June 23 at 3 at offices of Jaques, Cherry st, Birmingham

Bowen, William, Stretford, Lancashire, Boot Dealer. June 25 at 3 at offices of Edwards and Bintliff, Cheapside, Chapel walks, Manchester

Bown, William, North Warnborough, Odiham, Hants, Farmer. June 22 at 1 at offices of Chandler, Church st, Basingstoke

Brayshaw, Alfred, and Frederick Roberts, Leeds, Woollen Cloth Manufacturers. June 21 at 3 at offices of Pickering, South parade, Leeds

Brench, George Robinson, Pitfield st, Hoxton, Upholsterer. June 22 at 2 at offices of Swaine, Cheapside

Brown, Henry James, Church row, Marlborough rd, Dalston, Baker. June 17 at 2 at office of Ager, Barnard's-inn, Holborn. Roberts, Thanet place, Temple bar

Burrows, John, Northampton, Baker. June 19 at 3 at offices of Jeffery, Market square, Northampton

Chambers, Christopher, New Union st, Moor lane, Skirt Manufacturer. June 21 at 2 at offices of Swaine, Cheapside

Chevalier, Henri Louis, Manchester, Mercantile Clerk. June 18 at 3 at offices of Gould, St. Peter's square, Manchester

Child, Edward Ogdin, Huddersfield, York, Licensed Victualler. June 19 at 10.30 at offices of Sykes and Son, Lord st, Huddersfield

Clarke, William, Kenninghall, Norfolk, Baker. June 28 at 11 at offices of Lane, Kenninghall

Collins, Henry, Canton, Glamorgan, Grocer. June 21 at 2 at offices of Evans, High st, Cardiff

Conlan, Michael, Manchester, Boot Dealer. June 23 at 2 at offices of Addleshaw and Warburton, Manchester

Davis, John, Bridge, Kent, Grocer. June 21 at 3 at offices of Monckton and Co, King st, Maidstone

Dew, Charles, Omega place, Alpha rd, Regent's park, Stonemason. June 30 at 12 at the Guildhall Coffee House, Gresham st. Miller, King st, Cheapside

Dowman, William, Vigo st, Gent. June 28 at 2 at 6, Cork st, Burlington gardens. Davis

Eames, Joseph Rattu, and George Secundus Lake, Portsmouth, Hants, Outfitters. June 24 at 2 at the St James's Restaurant (8th room), Regent st. Harvey and Addison, Portsea

Fletcher, Joseph, Burntwood, near Lichfield, Stafford, out of business. June 18 at 3 at offices of Sheldon, Lower High st, Wednesbury

Frostick, James, South Benfleet, Essex, Baker. June 21 at 1 at offices of Pullen, Windmill st, Gravesend

Gillis, George, Haydon bridge, Northumberland, Agricultural Engineer. June 22 at 11 at offices of Ingledew and Daggett, Dean st, Newcastle-upon-Tyne

Graham, William Richmond, Bristol, Licensed Victualler. June 19 at 11 at offices of Miller, Whitson chambers, Nicholas st, Bristol

Greenup, Joseph, Manchester, Builder. June 25 at 3 at the Mitre Hotel, Cathedral yard, Manchester. Farrar and Hall

Griggs, Edward Walter, Haverhill, Suffolk, Chemist. June 24 at 11 at the Bell Hotel, Haverhill

Hadley, Richard Nash, Powick Mill, Worcester, Miller. June 21 at 11 offices of Stallard, Pierpoint st, Worcester

Hamer, Edmund, Llanidloes, Montgomery, Grocer. June 21 at 10 at the Public Room, Llanidloes. Davies, Llanidloes

Hannah, James Bruce, Liverpool, Leather Merchant. June 29 at 3 at offices of Sheen and Broadhurst, North John st, Liverpool

Hayes, William, Salford, Lancashire, Baker. June 28 at 3 at offices of Cobbett and Co, Brown st, Manchester

Hedger, George Henry, Aylesbury, Buckingham, General Dealer. June 18 at offices of Hodgson, Waterloo st, Birmingham (in lieu of the place originally named)

Henderson, George, Cheltenham, Gloucester, Accountant. June 21 at 4 at offices of Pruen, Regent st, Cheltenham

Herringshaw, John Joseph, Doncaster, York, Grocer. June 19 at 11 at the Inns of Court Hotel, Holborn. Mellor, Bank st, Sheffield

Hunt, Richard Sturley, Sheffield, Draper. June 25 at 12 at offices of Wing and Co, Prideaux chambers, Change alley, Sheffield. Auty and Son, Sheffield.

Ingham, James, Oldham, Lancashire, Tailor. June 22 at 3 at the Mitre Hotel, Manchester. Clark, Oldham

Johnson, George, Birmingham, Builder. June 21 at 3 at offices of Parry, Bennett's-hill, Birmingham

Johnson, John, Wigan, Lancashire, no business. June 28 at 11 at offices of France, Churchgate, Market place, Wigan

Jones, Roderick, Llansantffraid Glyndyfrdwy, Merioneth Tailor. June 24 at 12 at the Lion Hotel, Wrexham James Corwen

Jordan, Joseph, Leicester, Boot and Shoe Manufacturer. June 24 at 3 at the White Hart Hotel, Haymarket, Leicester. Shires, Leicester

Knight, Alfred Pilkington, Princes Wharf, Vauxhall, Coal Merchant. June 23 at 3 at the Guildhall Coffee House, Gresham st. Ingle and Co Threadneedle st

Maidment, Charles, Newmarket, Cambridge, Jockey. June 19 at 11 at the Rutland Arms Hotel, High st, Newmarket. Fenn

Malone, Edward, Falmouth, Cornwall, Fruiterer. June 21 at 3 at offices of Jenkins, Post Office-buildings, Falmouth

Matthews William, Middlesborough, York, Drapers' Assistant. June 18 at 2 at offices of Dobson, Gosford st, Middlesborough

Meagher, John Francis, Liverpool, Boot and Shoe Maker. June 25 at 3 at offices of Lowe, Castle st, Liverpool

Merrall Hartley, Spring Head Mill, near Keighley, York, Worsted Spinner. June 21 at 11 at offices of Wood and Killick, Commercial Bank buildings, Bradford

Molesworth, John, Leicester, Elastic Web Manufacturer. June 21 at 3 at the Trade Protection Society's Room, New st, Leicester. Haxby, Leicester

Nye, Alfred Thomas, Tunbridge Wells, Kent, Outfitter. June 18 at 11 at 1, Dyott terrace, Tunbridge Wells. Burton

Osborn, William Henry, Basinghall st, Merchant. June 21 at 2 at offices of Miller and Miller, Sherborne lane

Parker, Jefferson, Walsall, Stafford, Journeyman Saddler. June 21 at 11 at offices of Stanley, Bridge st, Walsall

Pickersgill, Isaac, Leeds, Contractor. June 26 at 11 at offices of Harle, Victoria chambers, South parade, Leeds

Powell, John, Maidstone, Kent, Tailor. June 18 at 12 at offices of Monckton, and Co, Lincoln's inn fields.

Rostron, John, Manchester, Packing Case Maker. June 18 at 3 at offices of Bond and Son, Dickinson st, Manchester

Savage, John, Sheerness, Kent, Grocer. June 21 at 12 at the Law Institution, Chancery lane, Copland, Sheerness

Sawyer, James, Riverhead, Kent, Stonemason. June 21 at 11 at offices of Holcroft and Co, London rd, Sevenoaks

Senior, Abraham, Runcorn, Cheshire, Furniture Dealer. June 22 at 3 at the Patten Arms Hotel, Warrington. Ashton and Garratt, Runcorn

Seymour, Rosamond, Rochdale, Lancashire, no occupation. June 22 at 11 at offices of Brierley, The Walk, Rochdale

Skinner, Thomas, Eastbourne, Sussex, Painter. June 21 at 12 at the Kennan's Hotel, Cheapside. Stiff, Eastbourne

Skuse, John, Winterbourne Down, Gloucester, Grocer. June 23 at 2 at offices of Beckingham, Albion chambers, Broad st, Bristol

Sloan, Annie Maria, Liverpool, Linen Dealer. June 23 at 2 at offices of Bellringer, North John st, Liverpool

Smith, Francis, Blackburn, Lancashire, Jeweller. June 21 at 12 at offices of Davies, Bennett's hill, Birmingham

Stevenson, Josiah, Green terrace, Clerkenwell, Journeyman Upholsterer June 28 at 2 at offices of Pain, Marylebone rd

Strong, Joseph, Barrow-in-Furness, Lancashire, Fruiterer. June 22 at 11 at the Ship Hotel, Barrow-in-Furness. Thompson, Barrow-in-Furness

Swallow, George, Richard Blackburn, Harry Lister Scholefield, and Frederick Edward Sleigh, Heckmondwike, York, Manufacturers. June 14 at 1 at the Royal Hotel, Dewsbury (in lieu of the place originally named)

Taylor, Richard, King st west, Hammersmith, Grocer. June 18 at 3 at offices of Owles, Chancery lane

Thorpe, Frederick William, Aylesbury, Buckingham, out of business June 30 at 12 at offices of Fell, Aylesbury

Traynor, James, Torquay, Devon, Naturalist. June 21 at 11 at offices of Hirtzell, Queen st, Exeter

Tuffley, Joseph, Nottingham, Blacksmith. June 24 at 12 at offices of Cranch and Stround, Low pavement, Nottingham

Turner, John, Halifax, Grocer. June 21 at 3 at the White Lion Hotel, Halifax. Boocock, Halifax

Walker, John Henry, and Henry Simpson, Liverpool, Commission Merchants. June 22 at 2 at the Law Association Rooms, Cook st, Liverpool. Martin, Liverpool

Walther, Wilhelm, Goswell rd, Clerkenwell, Provision Dealer, June 28 at 3 at offices of Goldberg, West st, Moorgate st

Ware, Charles, Buckland, Hants, Baker. June 24 at 3 at offices of Ford, Queen st, Portsea

West, Henry, Salford, Lancashire, Shopkeeper. June 23 at 2 at offices of Horner, Clarence st, Manchester

Worrall, Henry, Longton, Stafford, Boot Manufacturer. June 18 at 2 at offices of Litchfield, Bagnall st, Newcastle-under-Lyme

Wyatt, John, and William Wyatt, Bayton Colliery, Worcester, Coal Masters. June 22 at 3 at offices of Miller and Co, Church street, Kidderminster

Zimmermann, Ferdinand Auguste, and Moritz Zimmermann, Aldgate buildings, Fenchurch street, Importers. June 25 at 2 at the Guildhall Tavern, Gresham street. Van Sandau and Cumming, King street, Cheapside